



**PUBLIC PROCUREMENT REGULATORY AUTHORITY**  
**PAKISTAN**  
**Procurement Notice (PN)**  
**No. 3(19)/GS/PPRA/2021**

**Standard Bidding Document**

**PROCUREMENT OF STATIONERY & MISCELLANEOUS ITEMS**

1. This Invitation to Bids follows the Procurement Notice for the subject Project/Procurement which appeared in News Paper.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2024-25. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Procurement of Stationary & Misc items.
3. The Public Procurement Regulatory Authority now invites online e-bids from eligible Suppliers registered on e-PADS for the supply of Stationary & Misc items.
4. The bidding shall be conducted in line with the single stage two envelope bidding procedure by adopting least cost basis techniques of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders registered on e-PADS.
5. All bids must be accompanied by a Bid Security in an acceptable form in the amount of 125,000/= PKR. The Moreover, the original bid Security in the form in the bidding document must be delivered at the address mentioned below on or before the bid submission deadline i.e. 11:00 am on 18 February, 2025.
6. All the interested bidders are required to register themselves and submit their bid online at <https://eprocure.gov.pk>. The e-bids (or technical part of the bids as the case may be) will be opened at 11:30 am on the same day in public and in the presence of bidders' representatives who choose to attend in the opening at the PPRA Training hall located at 1<sup>st</sup> Floor FBC Building Near State Bank of Pakistan G-5/2.

**Convener**  
**General Procurement Committee**  
Public Procurement Regulatory Authority (PPRA)  
1<sup>st</sup> Floor, FBC Building, Sector G - 5/2, Islamabad, Pakistan  
Ph: 051-9245634

# **NATIONAL STANDARD BIDDING DOCUMENTS**

## **Procurement of Stationery & Miscellaneous Items**

**(Single Stage Two Envelope Procedure)**

**(National Competitive Bidding)**



**Public Procurement Regulatory Authority**

**Pakistan**

**February, 2025**

# 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**

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## **SECTION II: INSTRUCTION TO BIDDERS (ITBs)**



## A. INTRODUCTION

1. Scope of Bid	1.1	PPRA invites Bids for the provision of Stationery & Misc Items as specified in the BDS and <b>Section V - Technical Specifications &amp; Schedule of Requirements</b> . The successful Bidders will be expected to deliver the Stationery & Misc Items within the specified period and timeline(s) as stated in the <b>BDS</b> .
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan. 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.
	3.2	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.
	3.3	<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"> <li>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.</li> <li>b) have controlling shareholders in common; or</li> <li>c) receive or have received any direct or indirect subsidy from any of them; or</li> <li>d) have the same legal representative for purposes of this Bid; or</li> <li>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</li> </ul>

		<p>influence on the Bid of another Bidder, or influence the decisions of the PPRA regarding this Bidding process; or</p> <p>f) Submit more than one Bid in this Bidding process.</p>
	3.4	<p>A Bidder may be ineligible if –</p> <p>(a) he is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>(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;</p> <p>(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;</p> <p>(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(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.</p> <p>(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.</p>
	3.5	<p>Bidders shall provide to the PPRA evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p>
	3.6	<p>Bidders shall provide such evidence of their continued eligibility to the satisfaction of the PPRA, as PPRA shall reasonably request.</p>
	3.7	<p>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.</p>
<b>4. Eligible Goods and Related</b>	4.1	<p>All goods and related services to be supplied under the contract shall have their origin in eligible source</p>

<b>Services</b>		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".
	4.2	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.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
<b>5. One Bid per Bidder</b>	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
<b>6. Cost of Bidding</b>	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PPRA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. BIDDING DOCUMENTS

<b>7. Contents of Bidding Documents</b>	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><b>Section I</b> -Invitation to Bids  <b>Section II</b> Instructions to Bidders (ITBs)  <b>Section III</b> Bid Data Sheet (BDS)  <b>Section IV</b> Eligible Countries  <b>Section V</b> Technical Specifications, Schedule of Requirements  <b>Section VI</b> Forms – Bid</p>
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		<p><b>Section VII</b> General Conditions of Contract (GCC)</p> <p><b>Section VIII</b> Special Conditions of Contract (SCC)</p> <p><b>Section IX</b> Contract Forms</p>
	7.2	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
<b>8. Clarification of Bidding Documents</b>	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the PPRA through EPADS.
	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 <b>ITB 23.1</b> .
	8.3	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. 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.
	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 <b>ITB 9</b> .
<b>9. Amendment of Bidding Documents</b>	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	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to <b>ITB 7.1</b> and shall be uploaded on Authority's Website and EPADS Provided that the bidder who had either already submitted their bid, shall have the right to withdraw his already submitted bid and submit the revised bid prior to the original or extended bid submission deadline
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in

	<p>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>
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### C. PREPARATION OF BIDS

<b>10. Language of Bid</b>	10.1	<p>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.</p>
<b>11. Documents and Sample(s) Constituting the Bid</b>	11.1	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ul style="list-style-type: none"> <li>a) Form of Bid and Bid Prices completed in accordance with <b>ITB 14 and 15;</b></li> <li>b) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;</li> <li>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;</li> <li>d) Bid security furnished in accordance with <b>ITB 18;</b></li> <li>e) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and</li> <li>f) Any other document required in the <b>BDS.</b></li> </ul>
	11.2	<p>Where a sample(s) is required by a procuring agency, the sample shall be:</p>

		<p>(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the <b>BDS</b>;</p> <p>(b) carriage paid;</p> <p>(c) received on, or before, the closing time and date for the submission of bids; and</p> <p>(d) evaluated to determine compliance with all characteristics listed in the <b>BDS</b>.</p>
	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> <p>(a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</p>
	11.4	<p>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.</p>
	11.5	<p>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.</p>
	11.6	<p>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).</p>
<b>12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents</b>	12.1	<p>Pursuant to <b>ITB 11</b>, 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.</p>

	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"> <li>a) a detailed description of the essential technical specifications and performance characteristics of the Goods;</li> <li>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;</li> <li>c) any other procurement specific documentation requirement as stated in the <b>BDS</b>.</li> </ul>
	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 <b>specified in the BDS</b> following commencement of the use of the goods by the PPRA.
	12.5	For purposes of the commentary to be furnished pursuant to <b>ITB 12.3(c)</b> 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.
<b>13. Documents Establishing Eligibility and Qualification of the Bidder</b>	13.1	Pursuant to <b>ITB 11</b> , 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	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: <ul style="list-style-type: none"> <li>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;</li> <li>b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>BDS</b>.</li> <li>c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ul>
<b>14. Form of Bid</b>	14.1	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.
<b>15. Bid Prices</b>	15.1	The Bid Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	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.
	15.3	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



		<p>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"> <li>a) where there is only one (substantially) responsive bidder, or</li> <li>b) where there is provision for alternate proposals and the respective items are not listed in the other bids,</li> </ul> <p>PPRA may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.</p>
	15.4	The Bid price to be quoted in the Form of Bid in accordance with <b>ITB 15.1</b> shall be the total price of the Bid.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> <li>a) For goods manufactured from within Pakistan <ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory;</li> <li>or</li> <li>B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf.</li> </ul> </li> <li>ii) all applicable taxes which will be payable on the goods if the contract is awarded.</li> </ul> </li> </ul>
	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.
<b>16. Bid Currencies</b>	16.1	Prices shall be quoted in Pakistani Rupees. The quoted price should be firm, final and clearly written / typed both in digits and in words without any ambiguity The price should include all government applicable taxes, duties, delivery and installation charges etc. The rates/ prices against each item shall be entered against each item with Genuine Serial Numbers as per details attached.
<b>17. Bid Validity Period</b>	17.1	Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline. A Bid valid for a shorter period shall be rejected as non-responsive.
	17.2	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 <b>ITB 18</b> 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 <b>ITB 18</b> in all respects.
<b>18. Bid Security</b>	18.1	Pursuant to <b>ITB 11</b> , unless otherwise specified in the <b>BDS</b> , 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 <b>BDS</b> in the format provided in <b>Section VI (Standard Forms)</b> .
	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 <b>ITB 18.9</b> .
	18.3	<p>The Bid Security shall be denominated in the local currency, and it shall be in the form specified in the <b>BDS</b> which shall be in any of the following:</p> <p>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;</p> <p>b) a cashier's or certified cheque; or</p> <p>c) another security if indicated in the <b>BDS</b></p>
	18.4	The Bid Security shall be in accordance with the Form of the Bid Security included in <b>Section VI (Standard Forms)</b> 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 <b>ITB 18.9</b> are invoked.
	18.6	Any Bid not accompanied by a Bid Security in accordance with <b>ITB 18.1 or 18.3</b> shall be rejected by the PPRA as non-responsive, pursuant to <b>ITB 28</b> .
	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 <b>ITB 17</b>. 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> <p>(a) the expiry of the Bid Security;</p> <p>(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;</p> <p>(c) the rejection by the PPRA of all Bids;</p>

		(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 <b>ITB 41</b> , or furnishing the performance security (or guarantee), pursuant to <b>ITB 42</b> .
	18.9	The Bid Security may be forfeited:  a) if a Bidder:  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 <b>ITB 17.2</b> ; or  ii) does not accept the correction of errors pursuant to <b>ITB 30.3</b> ; or  b) in the case of a successful Bidder, if the Bidder fails:  i) to sign the contract in accordance with <b>ITB 41</b> ; or  ii) to furnish performance security (or guarantee) in accordance with <b>ITB 42</b> .
<b>19. Alternative Bids by Bidders</b>	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 <b>BDS</b> . If so allowed, <b>ITB 19.2</b> shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the <b>BDS</b> as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the <b>BDS</b> , 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.
<b>20. <i>Withdrawal, Substitution, and Modification of Bids</i></b>	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted through within EPADS request.

#### **D. SUBMISSION OF BIDS**

<b>21. <i>Deadline for Submission of Bids</i></b>	23.1	Bids shall be received by the PPRA through EPADS 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 <b>ITB 9</b> , 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.
<b>22. <i>Late Bids</i></b>	24.1	The system does not provide option for late bid submission.
<b>23. <i>Withdrawal of Bids</i></b>	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 <b>ITB 22</b> .

#### **E. OPENING AND EVALUATION OF BIDS**

<b>24. <i>Opening of Bids</i></b>	26.1	The PPRA will open all Bids through EPADS, in public, in the presence of Bidders' or their representatives who choose to attend, at the place, on the date and at the time, specified in the <b>BDS</b> . The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	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 unread 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.
	26.4	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, the Bid price if applicable, and the presence or absence of a Bid Security.
	26.5	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.
	26.6	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
<b>27. Confidentiality</b>	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 <b>ITB 27.2</b> 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.
<b>28. Clarification of Bids</b>	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 through EPADS 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 through EPADS. Only the correction of arithmetic errors discovered by the PPRA in the

		evaluation of Bids should be sought in accordance with <b>ITB 31</b> .
	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"> <li>a) evaluation &amp; qualification criteria;</li> <li>b) required scope of work or specifications;</li> <li>c) all securities requirements;</li> <li>d) tax requirements;</li> <li>e) terms and conditions of bidding documents.</li> <li>f) change in the ranking of the bidder</li> </ul>
	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.
<b>29. Preliminary Examination of Bids</b>	29.1	Prior to the detailed evaluation of Bids, the PPRA will determine whether each Bid: <ul style="list-style-type: none"> <li>a) meets the eligibility criteria defined in <b>ITB 3</b> and <b>ITB 4</b>;</li> <li>b) has been prepared as per the format and contents defined by the PPRA in the Bidding Documents;</li> <li>c) is accompanied by the required securities; and</li> <li>d) is substantially responsive to the requirements of the Bidding Documents.</li> </ul> <p>The PPRA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
	29.3	The PPRA will confirm that the documents and information specified under <b>ITB 11, 12</b> and <b>13</b> 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.
	29.7	If a Bid is not substantially responsive, it will be rejected by the PPRA and may not subsequently be evaluated for complete technical responsiveness.
<b>30. Examination of Terms and Conditions;</b>	30.1	The PPRA shall examine the Bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Bidder without any material

<i>Technical Evaluation</i>		deviation or reservation.
	30.2	The PPRA shall evaluate the technical aspects of the Bid submitted in accordance with <b>ITB 22</b> , to confirm that all requirements specified in <b>Section V - Schedule of Requirements, Technical Specifications</b> 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 <b>ITB 29</b> , it shall reject the Bid.
<b>31. Correction of Errors</b>	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"> <li>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;</li> <li>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</li> <li>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>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.</li> </ul>
	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 <b>ITB 18.9</b> .
<b>32. Conversion to Single Currency</b>	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 <b>BDS</b> .
<b>33. Evaluation of Bids</b>	33.1	The PPRA shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to <b>ITB 29</b> .
	33.2	The PPRA's evaluation of a Bid will take into account: <ul style="list-style-type: none"> <li>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;</li> </ul>
		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 <b>BDS</b> , and quantified in ITB 32.5: <ul style="list-style-type: none"> <li>a) delivery schedule offered in the Bid;</li> <li>b) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> <li>c) the cost of components, mandatory spare parts, and service;</li> <li>d) other specific criteria indicated in the <b>TBS</b> and/or in the Technical Specifications.</li> </ul>

34. <i>Domestic Preference</i>	34.1	If the <b>BDS</b> 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.
35. <i>Determination of Most Advantageous Bid</i>	35.1	Least Cost Based Evaluation Technique shall be adopted for determining the most advantageous bid.
36. <i>Post-qualification of Bidder and/or Abnormally Low Financial Proposal</i>	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> <p>(a) 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;</p> <p>(b) 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;</p> <p>(c) 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;</p> <p>(d) The PPRA shall not incur any liability solely by rejecting abnormally low Bid; and</p> <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: In order to identify the Abnormally Low Bid (ALB)</p>

		<p>following approaches can be considered to minimize the scope of subjectivity:</p> <ul style="list-style-type: none"> <li>(i) Comparing the bid price with the cost estimate;</li> <li>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</li> <li>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</li> </ul>
	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.

## F. AWARD OF CONTRACT

<b>37. Criteria of Award</b>	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> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITB 3;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) Successful negotiations have been concluded, if any.</li> </ul>
<b>38. Negotiations</b>	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:

		<p>(a) a minor alteration to the technical details of the statement of requirements;</p> <p>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents;</p> <p>(c) a minor amendment to the special conditions of Contract;</p> <p>(d) finalizing payment arrangements;</p> <p>(e) delivery arrangements;</p> <p>(f) the methodology for provision of related services;</p> <p>or</p> <p>(g) clarifying details that were not apparent or could not be finalized at the time of Bidding;</p>
	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.
<b>39. PPRA's Right to reject All Bids</b>	39.1	Notwithstanding <b>ITB 37</b> , 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.
<b>40. PPRA's Right to Vary Quantities at the Time of Award</b>	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 <b>BDS</b> , without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
<b>41. Notification of Award</b>	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 through EPADS. 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 <b>ITB 43</b> and signing of the contract in accordance with <b>ITB 42.2</b> .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to <b>ITB 43</b> , 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 <b>ITB 18.7</b> .
<b>42. Signing of Contract</b>	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 <b>after fulfillment of all conditions precedent</b> 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.
<b>43. Performance Security (or Guarantee)</b>	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 <b>BDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the <b>BDS</b>  Any Performance Security (or guarantee) submitted shall

		be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of <b>ITB 43.1</b> 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.
<b>44. Advance Payment</b>	44.1	The advance payment will not be provided in normal circumstances.
<b>45. Arbitrator</b>	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
<b>46. Corrupt &amp; Fraudulent Practices</b>	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**

<b>47. Constitution of Grievance Redressal</b>	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.
<b>48. GRC Procedure</b>	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	If the bidder has filed grievance on the technical part the procurement proceedings shall be stopped.
	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**

<b>49. Mechanism of Blacklisting</b>	49.1	Mechanism defined Public Procurement Rule-19 and “Regulations for Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024” shall be applicable.
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## **SECTION III: BID DATA SHEET**

## Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
1.	1.1	<p>Name of Procuring Agency: Public Procurement Regulatory Authority (PPRA)</p> <p>The subject of procurement is: Procurement of Stationery &amp; Misc Items.</p> <p>Period for delivery of goods: 10 days <i>after issuing of supply/purchase order</i></p> <p>Commencement date for delivery of Goods: 10 days <i>after signing the contract</i></p> <p><i>The contract shall be valid for a period of one year extendable up to same tenure with the mutual consent of both the parties and on the same price, terms and condition.</i></p>
2.	2.1 & 2.2	<p>Financial year for the operations of the Procuring Agency: 2024-25</p> <p>Description: Public Procurement Regulatory Authority desires to procure Stationery &amp; Misc Items 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: <i>required</i>

## B. Bidding Documents

4.	8.1	Clarification may be sought through EPADS
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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	<p><b>Evaluation of bids:</b>  <b>Eligibility/ Mandatory Requirement:</b></p> <ul style="list-style-type: none"> <li>Proof of the registration of firm with income tax and Sales tax departments</li> <li>Proof of firm/individual registration with relevant registration Authority if any.</li> <li>Proof of the bidder that it is listed on the Active Tax Payer (ATL) list of FBR.</li> <li>Duly signed and stamped compliance certificate as mentioned vide form 6 of this document.</li> <li>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.</li> <li>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.</li> <li>Copy of CNIC of the bidder.</li> </ul> <p>Technical Evaluation=40% weightage)  Financial Evaluation=60% Weightage)</p> <p><b>(Technical Marking Criteria) (100 Marks) (40% weightage)</b></p> <ul style="list-style-type: none"> <li>Experience in Government organization for supplying (<b>20 Marks Max</b>). <table border="1" style="margin-left: 20px; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 5px;">Five years</td> <td style="padding: 5px;">10 Marks</td> </tr> <tr> <td style="padding: 5px;">More than five years</td> <td style="padding: 5px;">two marks per year up to a maximum of 20</td> </tr> </table> </li> <li>The firm should provide proof of minimum 5 purchase orders from the Public Sector organizations each amounting to Rs 0.3 million and above (<b>20 Marks</b>). <table border="1" style="margin-left: 20px; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 5px;">Five Purchase orders</td> <td style="padding: 5px;">5 Marks</td> </tr> <tr> <td style="padding: 5px;">More than five</td> <td style="padding: 5px;">One marks per year up to a</td> </tr> </table> </li> </ul>	Five years	10 Marks	More than five years	two marks per year up to a maximum of 20	Five Purchase orders	5 Marks	More than five	One marks per year up to a
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		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">maximum of 20 marks</td> </tr> </table> <ul style="list-style-type: none"> <li>• Number of successful completed deliveries in the Country. The bidders will be awarded two mark per successful deliveries up to a maximum of <b>20 marks</b>.</li> <li>• The firm shall attach proof of the supplies in the form of completion certificate/purchase order.</li> <li>• Total annual turnover (Max Marks 20) <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Less than one million</td> <td style="text-align: center;">5 Marks</td> </tr> <tr> <td>1-10 million</td> <td style="text-align: center;">10 marks</td> </tr> <tr> <td>more than 10 up to 20 million</td> <td style="text-align: center;">20 marks</td> </tr> </table> </li> <li>• Sample to be provided by the bidder along with the bid. (Max Marks 20) <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>fair</td> <td style="text-align: center;">5 Marks</td> </tr> <tr> <td>good</td> <td style="text-align: center;">10 marks</td> </tr> <tr> <td>satisfactory</td> <td style="text-align: center;">15 marks</td> </tr> <tr> <td>Excellent</td> <td style="text-align: center;">20</td> </tr> </table> </li> </ul> <p><b>Passing marks for the technical criteria is 70. Bidders obtaining 70 or more marks in technical bid shall be qualified and invited further for the financial opening.</b></p> <p><b>Financial Marking Criteria;</b> Financial Bids of the successful bidders (technically qualified who have fulfilled the mandatory requirements as mentioned above and passed the mandatory threshold of 70 marks, will be opened publicly and in the presence of the bidder(s) who choose to participate. The technically qualified bidders(s) offering item wise lowest cost shall be declared as most advantageous bidder.</p> <p>Note: In case of tie of item wise rates between the bidders, the contract shall be awarded to the bidder having highest technical score/marks.</p>		maximum of 20 marks	Less than one million	5 Marks	1-10 million	10 marks	more than 10 up to 20 million	20 marks	fair	5 Marks	good	10 marks	satisfactory	15 marks	Excellent	20
	maximum of 20 marks																	
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satisfactory	15 marks																	
Excellent	20																	
7.	11.2	The bidders are required to submit sample of their products before submission deadline to the Convenor General Procurement Committee, for evaluation. The bidder failing to submit sample will be awarded zero marks in the evaluation.																
8.	15.7 (a)	The price quoted shall include the transportation charges from the warehouse to the PPRA's head office, Islamabad.																

9.	15.9	The price shall be fixed.
10.	16.1 (a)	a) The currency of the Bid shall be <i>Pakistani Rupees</i> ;
11.	17.1	The Bid Validity period shall be 120 days.
12.	18.1	The amount of Bid Security shall be Rupees One Hundred and twenty five thousand (125000)  The Bid Security in hard form shall be submitted to the following address before submission deadline. Bid security shall not be accepted after submission deadline and the Bid shall be rejected.  Convener General Procurement Committee PPRA Office 1 <sup>st</sup> Floor FBC Building G-5/2 Islamabad  The currency of the Bid Security shall be: Pak. Rupees
13.	18.3	The Bid Security shall be in the form of: bank draft / pay order
14.	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

15.	22.2 (a)	Bid shall be submitted to the following address;  Public Procurement Regulatory Authority (PPRA) 1st Floor, FBC Building, Sector G-5/2, Islamabad.  The Online Bids shall be submitted at <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a> . Bidder are required to get themselves registered at e-Procurement portal to be eligible to apply for the bid.
16.	22.2 (b)	Title of the subject Procurement: <i>Procurement of Stationery &amp; Misc Items</i> ITB title and No: [3 (19)/GS/PPRA/2021] Time and date for submission: 11:00am 18 February, 2025
17.	23.1	The deadline for Bid submission is  a) Day : <i>Tuesday</i> b) Date: <i>18 February, 2025</i> c) Time: <i>11:00am</i>

<b>E. Opening and Evaluation of Bids</b>		
<b>18.</b>	<b>26.1</b>	The Technical Bid opening shall take place at: Public Procurement Regulatory Authority (PPRA) 1 <sup>st</sup> Floor, FBC Building, Sector G-5/2, Islamabad Floor/Room No: 1 <sup>st</sup> Floor, Committee Room Day : Tuesday Date: 18 February, 2025 Time : 1130 Hours
<b>19.</b>	<b>32.2</b>	The currency that shall be used for Bid evaluation is Pakistani Rupee.
<b>20.</b>	<b>35</b>	<b>Evaluation Techniques Least Cost Based Selection (LCBS)</b>  Bidders who have obtained 70 or more marks in the technical evaluation shall be considered as technically qualified and further invited for financial opening. The technically qualified bidder offering lowest cost on item wise basis shall be declared as most advantageous bidder.
<b>21.</b>	<b>33.5 (b)</b>	Delivery schedule. The successful supplier shall supply the required Stationery & Misc Items within 10 days of issuance of letter of acceptance / purchase order.
<b>F. Award of Contract</b>		
<b>22.</b>	<b>43.1</b>	The Performance Security (or guarantee) 5% of contract price.
<b>23.</b>	<b>43.2</b>	The Performance Security (or guarantee) shall be in the form of bank draft / pay order
<b>24.</b>	<b>44.1</b>	The Advance Payment is not permissible
<b>25.</b>	<b>45.1</b>	Arbitrator shall be appointed by mutual consent of the both parties.
<b>G. Review of Procurement Decisions</b>		
<b>26.</b>	<b>49.1</b>	The address of the Public Procurement Regulatory Authority: Grievance Redressal Committee Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan
<b>27.</b>		The Address of Appellate Redressal Committee to Submit a <b>copy</b> of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 <sup>st</sup> Floor, G-5/2, Islamabad, Pakistan


**SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL  
SPECIFICATIONS**

## 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. The quantities stated below are estimated quantities. The Authority reserve the right to increase or decrease the quantities at the time of signing of the contract. The limit for increase/decrease is upto to 15%.

Stationery Items				
Sr. #	Items	Specification	Estimated Qty Required	Delivery Schedule
1.	Paper Reams A-4	80 GSM imported quality	1600	Within 10 days of the supply order in ordinary cases. In case of urgency items have to be supplied in three days of supply order.
2.	Paper Reams Legal Size	80 GSM imported quality	250	
3.	Air Freshener	300 MI Cobra or equivalent	600	
4.	Ball Point	Blue, Black	400	The Supply order will be issued on quarterly basis as per requirement of the Authority
5.	Ball Pen	Plastic/metal, 0.5mm, 0.7mm, 1.0mm, Cap/click, Blue, black	400	
6.	Ball Pen (Expert Gell)	Water-based, smooth, vibrant. Blue, Black	200	
7.	Brush	(03 No. for Photocopier machine)	6	
8.	Calculator	12 Digits, LCD Display, Math functions	40	
9.		16 Digits dual power LCD Display, Math functions	15	
10.	Colour Flags	Paper) (Pkt.) fine quality	1000	
11.		Plastic) (Pkt.) fine quality or equivalent	100	
12.	Color papers (A-4) (ream of 100 Sheets)	Green	40	
13.		Yellow	40	
14.		Red	40	
15.	Color papers (legal) (ream of 100 sheets)	Green	40	
16.		Yellow	40	
17.		Red	40	
18.	Blanco Fluid with thinner	“ Fine quality	50	
19.	Correction Fluid Pen	Fine quality	300	
20.	Dak Folder	Fine quality (leather) or equivalent	100	
21.	Drafting Pad/Writing pad	(small)	250	
22.	Drafting Pad/Writing pad	(A-4 Size)	120	
23.	Drafting Pad PPRA	(fine quality)	50	



24.	Dust Steel Black	Plastic "Medium"	50
25.		Large Size	10
26.	Duster	Yellow best quality	800
27.	Engagement Display Stand	(Acrylic)	70
28.	Envelops	A-4	6450
29.		A-3 (13*18)	2550
30.		Legal size (10*15)	2160
31.		Med./Letter size)	9000
32.		(Small)	3000
33.	Eraser	Fine quality, Pelikan or equivalent	200
34.	Executive Diary	(Fine quality) Leather/faux leather, pen holder, Professional	50
35.	File/Document Basket	(Fine quality), plastic, medium size	100
36.	File Flapper	(Fine quality)	4500
37.	File Folder	Nokyo No. 073 A/4	83
38.	File Doc Folder/Box File/Ring Folder	(Fine Quality)	1000
39.	File Doc Pad	(fine quality)	26
40.	File Register	(Fine quality)	10
41.	File Tags(Bundle)	Best Quality	1000
42.	File Separator	Plastic with numbering	1500
43.	Gum Stick	(Medium)	500
44.	Highlighter	Multi colour	300
45.	Ink (for fountain Pen)	Blue/Black)	6
46.	Diary Register	06 No. (fine quality)	25
47.	Lead Pencil	HP Fine Quality (Box of 12)	120
48.	Note Sheet	(Fine Quality)	500
49.	Paper Clips/U Clips	(26 mm)(Pkt.)	200
50.	Paper Binder Clip	Small	100
51.	(pkt of 10 Nos) 	Medium	100
52.		Large	30
53.	Paper Cutter	medium)	50
54.	Paper Pins	Packet	50
55.	Post it Pad/Yellow	Sticky Note(3*2)	150
56.	Noting	Sticky Note(3*3)	150
57.	Pen Holder	(Fine quality)	100
58.	Paper Tape	Fine quality	150
59.	Peon Book	Standard Size	100

60.	Permanent Marker	Broad tip, quick-dry, fine quality	120
61.	Plastic Clip File	A-4 Size, Clip, Plastic material	100
62.	Plastic Ring Folder	A-4 Size, Ring binder, Plastic	100
63.	Punch (Single hole)	Small best quality	150
64.		Large best quality	150
65.	Punch (Heavy-Single hole)	Heavy Duty Quality (Model 9203) or equivalent"	80
66.	Punch (Double Hole)	Medium size) punching capacity 30 sheets of 80 GSM and safe lock, built in ruler	15
67.		Heavy duty two hole punch machine with Sturdy aluminum (metal base) Punches up to 190 sheets (with spare punch pin set)	6
68.	Sharpener (small)	Pelikan or equivalent	170
69.	Sharpener Large	Pelikan or equivalent	20
70.	Steel Scale	(Fine quality)	50
71.	Scissor	Medium	50
72.	Scotch Tape	(1 Inch)	80
73.	Section Diary Register	(06 Number)	15
74.	Short Hand Note Book	(Fine quality)	60
75.	Stamp Pad (Blue/Black)	(Standard size)	100
76.	Stamp Pad Ink	Blue/Black)	30
77.	Stapler Machine	(Medium) compatible pins 24/6 and 26/6 and staples 25 sheets of 80GSM approx. Pelikan or equivalent	150
78.	Stapler Machine (Large)	Heavy Duty max capacity of 210 sheets, use Stapler pins 23/6 to 23/23 Pelikan or equivalent	08
79.	Stapler Pins	(24/6)(Pkt.) doller or equivalent"	500
80.	Stapler Pins (Large)	Fine Quality	100
81.	Stapler Pin Remover	(Fine quality)	150
82.	Heavy duty Stapler Pin Remover	Remover for stapler pin No. 24/6, 26/6, 23/6, 23/13, removing capacity 80 sheets	08
83.	Stock Register	Size 08	30
84.	Table Diary	(Fine quality)	50

85.	Telephone Index	Standard size	50
86.	Tissue Box-	Supreme Rose petal or equivalent	1200
87.		Luxury Rose petal or equivalent	500
88.	Tissue Roll	Rose petal or equivalent	1200
89.	Uni Ball Point	(Blue/Black)(Signature)	170(pkts)
90.	USB/Flash Drive	32GB Samsung or equivalent	100
91.	Vehicle Log Book	Size 06	25
92.	Glint	500 ml Gilant or equivalent	300
93.	Cell (Standard size)	Fine Quality	150
94.	Cell (Small Size)	Fine Quality	150
95.	Vim	500 ml (Gell) "Fine Quality"	150
96.	Soap	Fine Quality	600
97.	Hand Sanitizer	500 ml "Fine quality"	20
98.	Hand Wash	10 liter packing "Fine Quality"	150
99.	Surf	Pkt of 1 KG "Fine Quality"	50
100.	Towel	Cotton 100% "Cotton tarry or equivalent"	100
101.	Desk Name plate	Acrylic, or metal	50

## **SECTION VI: STANDARD FORMS**

### **A. STANDARD FORMS FOR (Single Stage Two 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**

Name of Bidder .....

PPN Number .....

<b>Stationery Items</b>					
<b>Sr. #</b>	<b>Items</b>	<b>Specification</b>	<b>Estimated Qty Required</b>	<b>Unit Price</b>	<b>Total Price inclusive of all taxes</b>
1.	Paper Reams A-4	80 GSM imported quality	1600		
2.	Paper Reams Legal Size	80 GSM imported quality	250		
3.	Air Freshener	300 MI Cobra or equivalent	600		
4.	Ball Point	Blue, Black	400		
5.	Ball Pen	Plastic/metal, 0.5mm, 0.7mm, 1.0mm, Cap/click, Blue, black	400		
6.	Ball Pen (Expert Gell)	Water-based, smooth, vibrant. Blue, Black	200		
7.	Brush	(03 No. for Photocopier machine)	6		
8.	Calculator	12 Digits, LCD Display, Math functions	40		
9.		16 Digits dual power LCD Display, Math functions	15		
10.	Colour Flags	Paper) (Pkt.) fine quality	1000		
11.		Plastic) (Pkt.) fine quality or equivalent	100		
12.	Color papers (A-4) (ream of 100 Sheets)	Green	40		
13.		Yellow	40		
14.		Red	40		
15.	Color papers (legal) (ream of 100 sheets)	Green	40		
16.		Yellow	40		
17.		Red	40		
18.	Blanco Fluid with thinner	“ Fine quality	50		
19.	Correction Fluid Pen	Fine quality	300		
20.	Dak Folder	Fine quality (leather) or equivalent	100		
21.	Drafting Pad/Writing pad	(small)	250		
22.	Drafting Pad/Writing pad	(A-4 Size)	120		
23.	Drafting Pad PPRA	(fine quality)	50		

Sr. #	Items	Specification	Estimated Qty Required	Unit Price	Total Price inclusive of all taxes
24.	Dust Steel Black	Plastic "Medium"	50		
25.		Large Size	10		
26.	Duster	Yellow best quality	800		
27.	Engagement Display Stand	(Acrylic)	70		
28.	Envelops	A-4	6450		
29.		A-3 (13*18)	2550		
30.		Legal size (10*15)	2160		
31.		Med./Letter size)	9000		
32.		(Small)	3000		
33.	Eraser	Fine quality, Pelikan or equivalent	200		
34.	Executive Diary	(Fine quality) Leather/faux leather, pen holder, Professional	50		
35.	File/Document Basket	(Fine quality), plastic, medium size	100		
36.	File Flapper	(Fine quality)	4500		
37.	File Folder	Nokyo No. 073 A/4	83		
38.	File Doc Folder/Box File/Ring Folder	(Fine Quality)	1000		
39.	File Doc Pad	(fine quality)	26		
40.	File Register	(Fine quality)	10		
41.	File Tags(Bundle)	Best Quality	1000		
42.	File Separator	Plastic with numbering	1500		
43.	Gum Stick	(Medium)	500		
44.	Highlighter	Multi colour	300		
45.	Ink (for fountain Pen)	Blue/Black)	6		
46.	Diary Register	06 No. (fine quality)	25		
47.	Lead Pencil	HP Fine Quality (Box of 12)	120		
48.	Note Sheet	(Fine Quality)	500		
49.	Paper Clips/U Clips	(26 mm)(Pkt.)	200		
50.	Paper Binder Clip (pkt of 10 Nos) 	Small	100		
51.		Medium	100		
52.		Large	30		
53.	Paper Cutter	medium)	50		



Sr. #	Items	Specification	Estimated Qty Required	Unit Price	Total Price inclusive of all taxes
54.	Paper Pins	Packet	50		
55.	Post it Pad/Yellow Noting	Sticky Note(3*2)	150		
56.		Sticky Note(3*3)	150		
57.	Pen Holder	(Fine quality)	100		
58.	Paper Tape	Fine quality	150		
59.	Peon Book	Standard Size	100		
60.	Permanent Marker	Broad tip, quick-dry, fine quality	120		
61.	Plastic Clip File	A-4 Size, Clip, Plastic material	100		
62.	Plastic Ring Folder	A-4 Size, Ring binder, Plastic	100		
63.	Punch (Single hole)	Small best quality	150		
64.		Large best quality	150		
65.	Punch (Heavy-Single hole)	Heavy Duty Quality (Model 9203) or equivalent"	80		
66.	Punch (Double Hole)	Medium size) punching capacity 30 sheets of 80 GSM and safe lock, built in ruler	15		
67.		Heavy duty two hole punch machine with Sturdy aluminum (metal base) Punches up to 190 sheets (with spare punch pin set)	6		
68.	Sharpener (small)	Pelikan or equivalent	170		
69.	Sharpener Large	Pelikan or equivalent	20		
70.	Steel Scale	(Fine quality)	50		
71.	Scissor	Medium	50		
72.	Scotch Tape	(1 Inch)	80		
73.	Section Diary Register	(06 Number)	15		
74.	Short Hand Note Book	(Fine quality)	60		
75.	Stamp Pad (Blue/Black)	(Standard size)	100		
76.	Stamp Pad Ink	Blue/Black)	30		
77.	Stapler Machine	(Medium) compatible pins 24/6 and 26/6 and staples 25 sheets of 80GSM approx. Pelikan or equivalent	150		

Sr. #	Items	Specification	Estimated Qty Required	Unit Price	Total Price inclusive of all taxes
78.	Stapler Machine (Large)	Heavy Duty max capacity of 210 sheets, use Stapler pins 23/6 to 23/23 Pelikan or equivalent	08		
79.	Stapler Pins	(24/6)(Pkt.) doller or equivalent"	500		
80.	Stapler Pins (Large)	Fine Quality	100		
81.	Stapler Pin Remover	(Fine quality)	150		
82.	Heavy duty Stapler Pin Remover	Remover for stapler pin No. 24/6, 26/6, 23/6, 23/13, removing capacity 80 sheets	08		
83.	Stock Register	Size 08	30		
84.	Table Diary	(Fine quality)	50		
85.	Telephone Index	Standard size	50		
86.	Tissue Box-	Supreme Rose petal or equivalent	1200		
87.		Luxury Rose petal or equivalent	500		
88.	Tissue Roll	Rose petal or equivalent	1200		
89.	Uni Ball Point	(Blue/Black)(Signature)	170(pkts)		
90.	USB/Flash Drive	32GB Samsung or equivalent	100		
91.	Vehicle Log Book	Size 06	25		
92.	Glint	500 ml Gilant or equivalent	300		
93.	Cell (Standard size)	Fine Quality	150		
94.	Cell (Small Size)	Fine Quality	150		
95.	Vim	500 ml (Gell) "Fine Quality"	150		
96.	Soap	Fine Quality	600		
97.	Hand Sanitizer	500 ml "Fine quality"	20		
98.	Hand Wash	10 liter packing "Fine Quality"	150		
99.	Surf	Pkt of 1 KG "Fine Quality"	50		
100.	Towel	Cotton 100% "Cotton tarry or equivalent"	100		
101.	Desk Name plate	Acrylic, or metal	50		

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: the bidder are required to fill this form as part of Financial proposal.*

The bidder are required to quote prices inclusive of all taxes. This Authority shall deduct applicable taxes from the quoted price and pay the remaining amount to the bidders.

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 .....

## 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: *[insert complete name of Procuring Agency]*

### 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 bid security as per Bid requirement.

1.1 The firms will be bound to make supply the items as per specification at PPRA HQs, Islamabad.

1.2 . 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 or excluded in the offered rates.

1.3 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.

1.4 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 and any international organization, 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**

**SECTION VII: GENERAL CONDITIONS OF THE CONTRACT**

**GENERAL CONDITIONS OF THE CONTRACT (GCC)**

1.	<b>Definitions</b>	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			a) <b>“Authority”</b> means Public Procurement Regulatory Authority.
			b) The <b>“Arbitrator”</b> 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 <b>GCC Clause 31</b> hereunder.
			c) The <b>“Contract”</b> 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 <b>“Commencement Date”</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b> .
			e) <b>“Completion”</b> means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f) <b>“Country of Origin”</b> means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the <b>SCC</b> .
			g) The <b>“Contract Price”</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h) <b>“Defective Goods”</b> are those goods which are below standards, requirements or specifications stated by the Contract.
			i) <b>“Delivery”</b> 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) <b>“Effective Contract date”</b> is the date shown in the

			Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in <b>GCC Clause 3</b> .
		k)	<b>“Procuring Agency”</b> means the person named as Procuring Agency in the <b>SCC</b> and the legal successors in title to this person, procuring the Goods and related service, as named in <b>SCC</b> .
		l)	<b>“Related Services”</b> 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)	<b>“GCC”</b> means the General Conditions of Contract contained in this section.
		n)	<b>“Intended Delivery Date”</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the <b>SCC</b> .
		o)	<b>“SCC”</b> means the Special Conditions of Contract.
		p)	<b>“Supplier”</b> 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 <b>SCC</b> .
		q)	<b>“Project Name”</b> means the name of the project stated in <b>SCC</b> .
		r)	<b>“Day”</b> means calendar day.
		s)	<b>“Eligible Country”</b> means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		t)	<b>“End User”</b> means the organization(s) where the goods will be used, as named in the <b>SCC</b> .
		u)	<b>“Origin”</b> means the place where the Goods were mined, grown, or produced or from which the

			<p>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.</p>
		v)	<p><b>“Force Majeure”</b> 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, <b>“Force Majeure”</b> 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)	<p><b>“Specification”</b> 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.</p>
		x)	<p>The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.</p>

2.	<b>Application and interpretation</b>	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	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement</li> <li>(6) Specifications</li> <li>(7) Contractor's Bid, and</li> <li>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>
3.	<b>Conditions Precedent</b>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <ol style="list-style-type: none"> <li>a) Submission of performance Security (or guarantee) in the form specified in the SCC;</li> <li>b) Furnishing of Advance Payment Unconditional Guarantee.</li> </ol>
		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.	<b>Governing Language</b>	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 <b>GCC Clause 3.1</b> , the version of the Contract written in the specified language shall govern its interpretation.
5.	<b>Applicable Law</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan.
6.	<b>Country of Origin</b>	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	<b>Standards</b>	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.	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan</b>	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 <b>GCC Clause 8.1</b> except for purposes of performing the Contract.

		8.3	Any document, other than the Contract itself, enumerated in <b>GCC Clause 8.1</b> 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.
<b>9.</b>	<b>Patent and Copy Rights</b>	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.
<b>10.</b>	<b>Performance Security (or Guarantee)</b>	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 <b>SCC</b> .
		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.
<b>11. Inspections and Test</b>		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 <b>GCC Clause 10</b> shall in any way release the supplier from any warranty or other obligations under this Contract.

12.	<b>Packing</b>	12.1	<p>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.</p> <p>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.</p>
		12.2	<p>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.</p>
13.	<b>Delivery and Documents</b>	13.1	<p>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.</p>
		13.3	<p>Documents to be submitted by the Supplier are specified in SCC.</p>
14.	<b>Insurance</b>	14.1	<p>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.</p>

15.	<b>Transportation</b>	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.	<b>Related Services</b>	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.
<b>17. Spare Parts</b>		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"> <li>i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</li> <li>ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
<b>18. Warranty/ Defect Liability Period</b>		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.
<b>19.</b>	<b>Payment</b>	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 <b>GCC Clause 13</b> , 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 <b>SCC</b> .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> subject to the following general principle: payment will be made in the currency specified in <b>SCC</b> .
		19.5	All payments shall be made in the currency or currencies specified in the <b>SCC</b> pursuant to <b>GCC Clause 19.4</b>
<b>20.</b>	<b>Prices</b>	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 <b>SCC</b> or in the Procuring Agency's request for Bid Validity extension, as the case may be.
<b>21.</b>	<b>Change Orders</b>	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to <b>GCC Clause 22</b> , 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.
<b>22.</b>	<b>Contract Amendments</b>	22.1	Subject to <b>GCC Clause 20</b> , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>23.</b>	<b>Assignment</b>	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.
<b>24.</b>	<b>Sub-contracts</b>	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 <b>GCC Clause 5</b> .
<b>25.</b>	<b>Delays in the Supplier's Performance</b>	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 <b>GCC Clause 28</b> , 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 <b>GCC Clause 26</b> , unless an extension of time is agreed upon pursuant to <b>GCC Clause 25.2</b> without the application of liquidated damages.
<b>26.</b>	<b>Liquidated Damages</b>	26.1	Subject to <b>GCC Clause 28</b> , 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 <b>SCC</b> 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 <b>SCC</b> . Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to <b>GCC Clause 26</b> .
<b>27.</b>	<b>Termination for Default</b>	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 <b>GCC Clause 24</b> ; 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 <b>SCC</b> ;
		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:
			<b>“Corrupt and Fraudulent Practice”</b> 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 <b>GCC Clause 26.1</b> , 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.
<b>28.</b>	<b>Termination for Force Majeure</b>	28.1	<p>Notwithstanding the provisions of <b>GCC Clauses 25, 26, and 27</b>, 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.</p> <p>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</p>

		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.
<b>29.</b>	<b>Termination for Insolvency</b>	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.
<b>30.</b>	<b>Termination for Convenience</b>	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.	<b>Disputes Resolution</b>	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.	<b>Procedure for Disputes Resolution</b>	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.	<b>Replacement of Arbitrator</b>	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.	<b>Limitation of Liability</b>	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.
<b>35.</b>	<b>Notices</b>	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.
<b>36.</b>	<b>Taxes and Duties</b>	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.

## **SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

## 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
		<b>Definitions (GCC 1)</b>
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 : Procurement of Stationery & Misc Items
		<b>Governing Language (GCC 4)</b>
4.	4.1	The Governing Language shall be English
		<b>Applicable Law (GCC 5)</b>
5.	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan.
		<b>Country of Origin (GCC 6)</b>
6.	6.1	Country of Origin is Islamic Republic of Pakistan.
		<b>Performance Security ( or guarantee) (GCC 10)</b>
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be (05) <i>Five percent of the Contract Price</i>
		<b>Inspections and Tests (GCC 11)</b>
8.	11.1	Inspection and tests prior to shipment of Goods and at final

		<p>acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out after shipment of Goods by supplier's own expense and responsibility in terms of the items specified in the specifications.</p>
<b>Packing (GCC Clause 12)</b>		
9.	12.2	<p>The following SCC shall supplement <b>GCC Clause 12.2</b>:</p> <p>The Goods shall be packed properly in accordance with standard packing specified.</p>
<b>Delivery and Documents (GCC Clause 13)</b>		
10.	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> <ul style="list-style-type: none"> <li>(i) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) delivery note, or truck receipt;</li> <li>(iii) Manufacturer's or Supplier's warranty certificate;</li> <li>(iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> </ul> <p>The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>



	<b>Spare Parts (GCC Clause 17)</b>	
11.	17.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
	<b>Warranty (GCC Clause 18)</b>	
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> <p style="padding-left: 40px;">(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> <p style="text-align: center;"><b>or</b></p> <p style="padding-left: 40px;">(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 <b>0.10</b> percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
13.	18.4 & 18.5	The period for correction of defects in the warranty period is 07 working days

	<b>Payment (GCC Clause 19)</b>	
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 &amp; Misc Items have been delivered and acceptable to the Public Procurement Regulatory Authority.</p>
	<b>Prices (GCC 20)</b>	
15.	20.1	Prices shall be fixed.
	<b>Liquidated Damages (GCC Clause 26)</b>	
16.	25.1	<p>Applicable rate is 0.1 per cent</p> <p>Maximum deduction: is equal to the performance security.</p>
	<b>Procedure for Dispute Resolution (GCC Clause 32)</b>	
17.	32.3	<p><b>Dispute Resolution</b></p> <p>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.</p>

		<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</li> <li>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.</li> </ol>
	<p><b>Notices (GCC Clause 35)</b></p>	

18.	35.1	<p>– Procuring Agency’s address for notice purposes is Public Procurement Regulatory Authority 1<sup>st</sup> Floor FBC Building G-5/2 Islamabad</p> <p>– Supplier’s address for notice purposes:</p>
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## **SECTION IX: CONTRACT FORMS**

## 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:-
  - (h) This form of Contract;
  - (i) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (j) the Schedule of Requirements;
  - (k) the Technical Specifications;
  - (l) the Special Conditions of Contract;
  - (m) the General Conditions of the Contract;
  - (n) the Procuring Agency's Letter of Acceptance; and
  - (o) *[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 of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*