

**Procurement of Laptops
(Single Stage Single Envelope)**

January, 2026



PAKISTAN REVENUE AUTOMATION (PVT) LIMITED

**Online (e-bid) shall be submitted only at e-PAK Acquisition & Disposal System (EPADS),
on or before 11:00 AM, 16th February 2026.**

In case of any query, please contact Phone: (+92)51-9259353

Or visit

Procurement Department

Pakistan Revenue Automation (Private) Limited,

Software Technology Park, 2nd Floor, Service Road (North), Sector I-9/3, Islamabad

Email: at procurement@pral.com.pk, Website: pral.com.pk

Standard Bidding Documents for Procurement of Laptops

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 PRAL .

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 PRAL .

Section IX - Contract Forms

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

Integrity Pact

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

PRAL

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

PAKISTAN REVENUE AUTOMATION (PVT) LIMITED



Tender No. P-02/2026

For

Procurement of Laptops

Invitation to Bids

Date:

1. This Invitation to Bids follows the Procurement Notice (Tender No. P-02/2026) or Procurement Advertisement (PA) No. ----- of for the subject Project/Procurement which appeared in [*insert media*] vide dated [*insert dates of issue of PN/PA*].
2. The PRAL has reserved the funds for the procurement planned during the financial year [2025-2026]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract.
3. The Pakistan Revenue Automation Pvt. Limited now invites bids from eligible Suppliers of Laptops.
4. The bidding shall be conducted in line with the single stage single envelope procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.

All bids must be accompanied by a Bid Security, in an acceptable form, amounting to PKR 45,000/- per Lot. Bidders participating in both Lots must submit a Bid Security of PKR 90,000/-."

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

A. INTRODUCTION

1. Scope of Bid	1.1	The Pakistan Revenue Automation Pvt. Limited (PRAL), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the BDS and Section V - Technical Specifications & Schedule of Requirements . The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS .
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders		

		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.
	3.1	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: 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 PRAL to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or

		influence on the Bid of another Bidder, or influence the decisions of the PRAL regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.2	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.3	Bidders shall provide to the PRAL evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.4	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the PRAL, as the PRAL shall reasonably request.

		price is envisaged.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are 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.
	4.4	To establish the eligibility of the Goods and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid. N/A
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder.
	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the PRAL shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
6. Cost of Bidding		

B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I -Invitation to Bids Section II Instructions to Bidders (ITBs) Section III Bid Data Sheet (BDS) Section IV Eligible Countries Section V Technical Specifications, Schedule of Requirements Section VI Forms – Bid Section VII General Conditions of Contract (GCC) Section VIII Special Conditions of Contract (SCC) Section IX Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS.
	7.4	The PRAL is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the PRAL or the signed pdf version from downloaded from the website of the PRAL . However, PRAL shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the PRAL in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.
	8.2	The PRAL will respond 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. However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the PRAL'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.
	8.4	In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
		Should the PRAL deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 9 .
	9.1	Before the deadline for submission of Bids, the PRAL for any reason, whether at its own initiative or in response to a clarification requested by a

9. Amendment of Bidding Documents

		prospective Bidder 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 ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of the content of communication. The PRAL shall promptly publish the Addendum at the PRAL's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the PRAL may, at its discretion, extend the deadline for the submission of Bids: Provided that the PRAL shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

C. PREPARATION OF BIDS

10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the PRAL shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: - a) Form of Bid and Bid Prices completed in accordance with ITB 14 and 15;

- | | |
|--|---|
| | <ul style="list-style-type: none">b) Details of the Sample(s) where applicable and requested in the BDS.c) Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;d) Documentary evidence established in accordance that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods; N/Ae) 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;f) Bid security furnished in accordance with ITB 18;g) Any other document required in the BDS. |
|--|---|

- 11.2 Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- 12.1 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.
- 12.2 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:

***12. Documents
Establishing
Eligibility of
Goods and
Related Services
and Conformity
to Bidding
Documents***

- a) a detailed description of the essential technical specifications and performance characteristics of the

		Goods; b) an item-by-item commentary on the PRAL 's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS.
	12.3	The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the PRAL 's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.4	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
	13.1	Pursuant to ITB 11 , the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the PRAL that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4
13. Documents Establishing Eligibility and Qualification of the Bidder		

		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 PRAL that: 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; N/A b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	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.
15. Bid Prices	15.1	The Bid Prices and discounts 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 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): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the PRAL may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with ITB 15.1 shall be the total price of the Bid, excluding any discounts offered.
	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	Prices indicated on the Price Schedule shall be entered separately in the following manner: a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): N/A 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: A. on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; - or B. on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded.

iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **BDS**.

iv) the price of other (incidental or allied) services, if any, listed in the **BDS**.

15.7 Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the PRAL . This, shall not in any way limit the PRAL 's right to contract on any of the terms and conditions offered: -

		For Goods: - i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the BDS ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and For Related Services iii) The price of the related services, and iv) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected,
16. <i>Bid Currencies</i>	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.

	16.2	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.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the PRAL to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to ITB 16.1 .
	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the PRAL . A Bid valid for a shorter period shall be rejected by the PRAL as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
17. Bid Validity Period	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the PRAL may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under ITB 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration

		for the period of the extension, and in compliance with ITB 18 in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
18. Bid Security	18.1	Pursuant to ITB 11 , unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security, in an acceptable form, amounting to PKR 45,000/- per Lot. Bidders participating in both Lots must submit a Bid Security of PKR 90,000/-."as specified in the BDS in the format provided in Section VI (Standard Forms) .
	18.2	The Bid Security is required to protect the PRAL against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 18.9 .
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following:
		a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the PRAL and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the BDS
	18.4	The Bid Security shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VI (Standard Forms) or another form approved by the Procuring

		Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the PRAL in case any of the conditions listed in ITB 18.9 are invoked.
	18.6	Any Bid not accompanied by a Bid Security in accordance with ITB 18.1 or 18.3 shall be rejected by the PRAL as non-responsive.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or
		returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the PRAL pursuant to ITB 17 . The PRAL 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:
		(a) the expiry of the Bid Security;
		(b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Bidding documents;
		(c) the rejection by the PRAL of all Bids;
		(d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bidding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged
		upon the Bidder signing the contract pursuant to ITB 41 , or furnishing the performance security (or guarantee), pursuant to ITB 42 .
	18.9	The Bid Security may be forfeited or the Bid Securing
		Declaration executed:
		a) if a Bidder:
		i) withdraws its Bid during the period of Bid Validity

as specified by the PRAL , and referred by the bidder on the Form of Bid except as provided for in **ITB 17.2**; or

ii) does not accept the correction of errors pursuant to **ITB 30.3**; or

b) in the case of a successful Bidder, if the Bidder fails:

i) to sign the contract in accordance with **ITB 41**; or

19. Alternative Bids by Bidders

20. Withdrawal, Substitution, and Modification of

Bids		authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.1	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS , clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

SUBMISSION OF BIDS

22. Sealing and Marking of Bids	N/A
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23. <i>Deadline for</i>	23.1	Bids shall be received by the PRAL no later

Submission of Bids		than the date and time specified in the BDS .
	23.2	The PRAL may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9 , in which case all rights and obligations
		of the PRAL and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The PRAL shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23 .
	24.2	Any Bid received by the PRAL after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

D. OPENING AND EVALUATION OF BIDS

25. Opening of Bids	25.1	The PRAL will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register as proof of their attendance.

	Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
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PREREAL

		Security, if required; and (d) Any other details as the PRAL may consider appropriate.
26. Bid Opening	25.2	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the PRAL against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24 .
	26.11	The PRAL shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	
27. Confidentiality	27.1	Information relating to the examination, clarification,

		evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the PRAL processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the PRAL on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the PRAL may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the PRAL shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the PRAL in the evaluation of Bids should be sought in accordance with ITB 31 .
	28.3	The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring

		Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the PRAL will determine whether each Bid: a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. The PRAL 's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - 29.2.1 affects in any substantial way the scope, quality, or performance of the Services; 29.2.2 limits in any substantial way, inconsistent with the Bidding Documents, the PRAL 's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The PRAL will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or

		information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	The PRAL may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Explanation: <i>A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the PRAL. Examples of minor informalities or irregularities include failure of a bidder to –</i> <i>(a) Submit the number of copies of signed bids required by the invitation;</i> <i>(b) Furnish required information concerning the number of its employees;</i> <i>(c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.</i>
	29.5	Provided that a Technical Bid is substantially responsive, the PRAL may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in

		the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the PRAL shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the PRAL and may not subsequently be evaluated for complete technical responsiveness.
30.Examination of Terms and Conditions; Technical Evaluation	30.1	The PRAL shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The PRAL shall evaluate the technical aspects of the Bid submitted in accordance with ITB 25, to confirm that all requirements specified in Section V - Schedule of Requirements, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the PRAL determines that the Bid is not substantially responsive in accordance with ITB 29 , it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - 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 PRAL there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-

		totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the PRAL in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 18.9.
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the PRAL will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the BDS.
33. Evaluation of Bids	33.1	The PRAL shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29.
	33.2	In evaluating the Technical Proposal of each Bid, the PRAL shall use the criteria and methodologies listed in the BDS and in terms of

		Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	The PRAL 's evaluation of a Bid will take into account: 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; b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
	33.3	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan. In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5: a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination. b) delivery schedule offered in the Bid; c) deviations in payment schedule from that specified in the Special Conditions of Contract; d) the cost of components, mandatory spare parts, and service; e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the

		Bid; f) the projected operating and maintenance costs during the life of the equipment; g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the TBS and/or in the Technical Specifications.
	33.5	For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS: <i>(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i> Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the BDS will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the PRAL to EXW or as per applicable INCOTERM price. <i>(b) Delivery schedule.</i> i) The PRAL requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a

percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery.

Or

- ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. **No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive.** Within this acceptable range, an adjustment per week, as specified in the **BDS**, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the **BDS**, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule.

		i) The PRAL will estimate the cost of spare parts usage in the initial period of operation specified in the BDS, based on information furnished by each Bidder, as well as on past experience of the PRAL or other PRAL 's in similar situations. Such costs shall be added to the Bid price for evaluation.
		award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS.
	34. Domestic Preference	
	35. Determination of Most Advantageous Bid	
33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the	

	35.2 The PRAL may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i. Where the PRAL knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where the PRAL , in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods: In such cases, the PRAL may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	N/A

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;

(a) Before rejecting an abnormally low Bid the PRAL 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;

(b) The decision of the PRAL to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;

(c) The PRAL shall not incur any liability solely by rejecting abnormally Bid; and

(d) An abnormally low Bid means, in the light of the PRAL '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.

Guidance for PRAL :

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

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
- (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

a.		The PRAL 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 PRAL deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	PRAL may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the PRAL will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

AWARD OF CONTRACT

37. Criteria of Award	b.	Subject to ITB 36 and 38, the PRAL 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:
	i.	eligible in accordance with the provisions of ITB 3;

ii.		is determined to be qualified to perform the Contract satisfactorily; and
iii.		Successful negotiations have been concluded, if any.
38. Negotiations		38.1 Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the PRAL may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the PRAL shall not reopen earlier negotiations.
39. PRAL's Right to reject All Bids		a. Notwithstanding ITB 37, the PRAL 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. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
		b. Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids. c. The PRAL shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.

40. PRAL's Right to Vary Quantities at the Time of Award	40.1	The PRAL 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 by the percentage indicated in the BDS, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency 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 of the award by the PRAL prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the PRAL will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with ITB 43 and signing of the contract in accordance with ITB 42.2 .
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to ITB 18.7 .
42. Signing of Contract	42.1	Promptly after notification of award, PRAL shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the PRAL shall sign the contract.

	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the PRAL a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the PRAL may make the award to the next ranked Bidder or call for new Bids.

**44. Arbitrator
consent of**

45.1 The Arbitrator shall be appointed by mutual
the both parties as per the provisions specified in the
SCC.

**45. Corrupt &
Fraudulent
Practices**

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

**46. Constitution
of
Grievance
Redressal**

a. PRAL shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

47. GRC Procedure 47.1

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.

	47.2	Any Bidder feeling aggrieved by any act of the PRAL 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.
	47.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	47.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	47.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	47.6	Any bidder or the PRAL not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	47.7	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.
	47.8	The committee shall call the record from the concerned PRAL or the GRC as the case may be, and the same shall be provided within prescribed time.
	47.9	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.
	47.10	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

48. Mechanism of Blacklisting	a. The PRAL shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	b. The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the PRAL ; and (c) the statement, if needed, about the intention of the PRAL to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

		c. The PRAL shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
		d. In case, the bidder or contractor fails to submit written reply within the requisite time, the PRAL may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the PRAL shall decide the matter on the basis of available record and personal hearing, if availed.
		e. In case the bidder or contractor submits written reply of the show cause notice, the PRAL may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
		f. The PRAL shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the PRAL for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
		g. The PRAL shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
		h. The PRAL shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
		i. Such blacklisting or barring action shall be communicated by the PRAL to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the

		PRAL .
49. Mechanism of Blacklisting	49.1 0	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.1 1	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the PRAL . The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.1 2	The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	1.1	Name : Pakistan Revenue Automation Pvt. Limited The subject of procurement is: Supply of Laptops Period for delivery of goods: Within Two Weeks/Ex-stock Commencement date for delivery of Goods: Three days after Issuance of Purchase Order.
2	2.1 & 2.2	Financial year for the operations of the PRAL : 2025-2026
4.	3.1	
5.	4.1	Ineligible country(s) is or are <i>[list if any]</i>
6.	4.6	Demonstration of authorization by manufacturer: <i>[not required]</i>
7.	7.2	NA
8.	8.1	The address for clarification of Bidding Documents is: procurement@pral.com.pk
	8.5	Pre-bid meeting will be/will not be held: N/ A

B. Preparation of Bids

9.	10.1	The Language of all correspondences and documents related to the Bid is: English
10.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: N/A
11.	11.2 (b)	Characteristics [<i>List if any</i>]
12.	11.1 (h)	N/A
13.	12.3 (c)	Other procurement specific documentation requirements are:
14.	12.4	N/A

PRAE

17.	15.7 (a) (i) & 15.6 (b) (i) (ii), (iii) (optional) (iv), (v) (optional)	N/ A
	15.9	The price shall be fixed.
18.	16.1 (a)	a) For goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ;
19.	16.2	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 bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
20.	17.1	The Bid Validity period shall be 120 days.
21.	18.1	All bids must be accompanied by a Bid Security, in an acceptable form, amounting to PKR 45,000/- per Lot. Bidders participating in both Lots must submit a Bid Security of PKR 90,000/-."
22.	18.3	The Bid Security shall be in the form of Pay Order or as per Form-8

23.	18.3 (c)	
24.	19.1	
25.	21.1	The number of copies of the Bid to be completed and returned shall be <i>one (01)</i> .
26.	21.2	Written confirmation of authorization are: <i>N/A</i>

C. Submission of Bids

27.	22.2 (a)	Bid shall be submitted online through EPADs.
28.	22.2 (b)	Title of the subject Procurement: <i>Supply of Laptops</i> Time and date for submission: <i>11:00AM Date 16-02-2026</i>
29.	23.1	The deadline for Bid submission is a) Day :[Monday] b) Date:[16-02-2026] c) Time:[11:00AM]

D. Opening and Evaluation of Bids

30.	26.1	The Bid opening shall take place at: PRAL OFFICE, 2 nd Floor, Galaxy Business Centre, Street # 9, I-9/3, Islamabad.
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		a) Day :<i>[Monday]</i> b) Date:<i>[16-02-2026]</i> Time:<i>[11:00AM]</i>
31.	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>PKR</i>
32.	35	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.

33.	33.4 (h)	As Section V
34.	33.5 (a)	N/A
35.	33.5 (b)	Delivery schedule. Within Two Weeks or Ex-Stock
36.	33.5 (c) (ii)	N/ A
37.	33.5 (d)	N/A

38.	33.5(e)	N/A
39.	33.5 (f)	N/A
40.	33.5 (g)	N/A
41.	33.5 (h)	N/A
42.	33.6	N/A
43.	34.1	N/A
E. Award of Contract		
44.	40.1	Quantity increase or decrease is PRAL's discretion
45.	43.1	The Performance Security (or guarantee) shall be <i>10 percent of the Contract Price</i>
46.	43.2	The Performance Security (or guarantee) shall be in the form of Bank Guarantee
47.	44.1	N/A
48.	44.2	N/A
49.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.

F. Review of Procurement Decisions

50.	49.1	The address of the PRAL: PRAL Office, 2 nd Floor Galaxy Business Centre, Street #9, I-9/3, Islamabad.
		The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

Section IV. Eligible Countries

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Lot # 01

01. Notebook

- Microsoft Surface Pro, Snapdragon X Elite,
- 32GB Go Ram Gt Ram
- 1TB To Tt, 11th Ed Platinum
- With Keyboard and Pen from same OEM
- Design: Detachable 2-in-1 tablet, lightweight
- Carrying Case: Executive bag

Lot # 2

02. Notebook

- Intel Core Ultra 7-265U
- 32GB RAM
- 1TB SSD / 1TB PCIe Gen4 x4 NVMe
- 14" or 13" 1920×1200 Touch
- Windows 11 Pro | Intel vPro enterprise enabled
- ideally OEM installed RAM & SSD
- Carrying Case: Executive bag

<u>SR #</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u> <u>per</u> <u>Laptop in</u> <u>PKR</u> <u>(without</u> <u>GST)</u>	<u>GST amount</u> <u>applicable</u> <u>per unit in</u> <u>PKR</u>	<u>Total Cost in</u> <u>PKR (inclusive</u> <u>of all applicable</u> <u>taxes)</u>
Lot#1		No	01			
Lot#2		No	01			

•

Business Award:

- PRAL will evaluate bids Lot-wise, and the contract for each lot will be awarded to the technically responsive bidder offering the lowest financial bid for that Lot.
- The responsibility for including all and correct taxes is that of the bidders.

SECTION VI: STANDARD FORMS

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

PRIAL

- Form 1:** Form of Bid
- Form 2:** Price Schedules for Goods and Related Services Offered from Abroad
- Form 3:** Price Schedule: Goods Manufactured outside Pakistan, already imported.
- Form 4:** Price Schedule for Domestic Goods Manufactured within Pakistan
- Form 5:** List of Related Services and Completion Schedule
- Form 6:** Form of Qualification Information
- Form 7:** Letter of Acceptance
- Form 8:** Bid Security Form
-

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 _____

PRAL

Form 2: Price Schedules for Goods and Related Services Offered from Abroad (Not Applicable)

Name of Bidder PPN Number Page of

1	2	3	4	5	6	7	8	9
Item	Description of Goods	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ¹ CIF port of entry (specify port) or CIP named place (specify border point or place of destination) ²	Total price as per applicable ICOTERM per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³	Total Price per line item (Col. 7 + 8)
Total								

Name in the capacity of

Signature of Bidder: _____

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

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

¹ Currencies to be used in accordance with Clause 16 of the Instructions to Bidder.
² Optional, but in accordance with Clause 15 of the Instructions to Bidders and the related provisions in the Bid Data Sheet
³ Optional, but in accordance with Clause 15of the Instructions to Bidders and the related provisions in the Bid Data Sheet

Form 3: Price Schedule: Goods Manufactured outside Pakistan, already imported

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N←	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15	Custom Duties and Import Taxes paid per unit in accordance with ITB 15 , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15 (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 15 (Col. 5-8)	Price per line item for inland transportation and other services required in the PE's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 15	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in the PA's country]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]

Name in the capacity of

Signature of Bidder: _____

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20

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

Form 4: Price Schedule for Domestic Goods Manufactured within Pakistan (Not Applicable)

Name of Bidder PPN Number Page of

1	2	3	4	5	6	7	8	9	10
Item	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price ¹ EXW per item	Total price EXW per line item (cols. 4 x 5)	Unit price per line item final destination and unit price of other incidental services ³	Cost of local labor, raw material, and components from Pakistan % of Col. 5 ²	Sales and other taxes payable if Contract is awarded (in accordance with ITB 15	Total Price per line item (Col. 6 + 7)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	<i>[insert number of the item]</i>
								Total	

Name in the capacity of
Signature of Bidder:_____

Duly authorized to sign the Bid for and on behalf of

Dated on day of 20
Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Form 5: List of Related Services and Completion Schedule (Not Applicable)

[This table shall be filled in by the PA. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

Form 6: Form of Qualification Information (Not Applicable)

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in *(insert period)* years, in the internationally traded currency specified in the Bid Data Sheet: *[insert]*

1.3 Services performed as prime Supplier on the provision of Services of a similar nature and volume over the last *(insert period)* years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of PA and contact person	Type of Services provided and year of completion	Value of Contract
(a)			
(b)			

1.4 Major items of Supplier's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB 13.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for

administration and execution of the Contract. Attach biographical data. Refer also to ITB 13.4(d).

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed sub-contracts and firms involved. Refer to GCC 24.

Sections of the Services	Value of Sub-contract	Sub-contractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last (*insert period*) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 3 of the bidding documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the PRAL .

1.10 Information regarding any litigation, current or within the last (*insert period*) years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
------------------	------------------	-----------------------------	-----------------

(a)			
(b)			

1.11 Information regarding Occupation Health and Safety Policy and Safety Records of the Bidder.

1.12 Statement of compliance with the requirements of ITB 3.4.

1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.11 - 1.12 above shall be provided for each members of the joint venture.

2.2 The information in 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Contract among all members of the joint venture (and which is legally binding on all members), which shows that

(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the members will be nominated as being in-charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bid Data Sheet and to fulfill the requirements of ITB 12.1, if applicable.

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of bid submission

Or [delete statement which does not apply]

- (b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form 7: Letter of Acceptance

[Letter head paper of the PRAL]

[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 8: Bid Security Form

To: [name of the PRAL]

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 PRAL ") in the sum of [amount] for which payment well and truly to be made to the said PRAL , 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 PRAL during the period of Bid Validity, (i) failure to sign the contract if required by PRAL 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 PRAL up to the above amount upon receipt of its first written demand, without the PRAL having to substantiate its demand, provided that in its demand the PRAL 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**

PRAL

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

DRAFT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:	
			a)	“Authority” means Public Procurement Regulatory Authority.
			b)	The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
			c)	The “Contract” means the agreement entered into between the PRAL and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d)	The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC .
			e)	“Completion” means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
			f)	“Country of Origin” means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC .
			g)	The “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
			h)	“Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.
			i)	“Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PRAL under Contract.
			j)	“Effective Contract date” is the date shown in the Certificate of Contract Commencement issued by the PRAL upon fulfillment of the conditions

			precedent stipulated in GCC Clause 3 .
		k)	"PRAL " means the person named as PRAL in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.
		l)	"Related Services" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		m)	"GCC" means the General Conditions of Contract contained in this section.
		n)	"Intended Delivery Date" is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC.
		o)	"SCC" means the Special Conditions of Contract.
		p)	"Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the PRAL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
		q)	"Project Name" means the name of the project stated in SCC.
		r)	"Day" means calendar day.
		s)	"Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
		t)	"End User" means the organization(s) where the goods will be used, as named in the SCC.
		u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially

		different in basic characteristics or in purpose or utility from its components.
	v)	"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
	w)	"Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the PRAL .
	x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the PRAL .

2. Application and interpretation

2.1

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

		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the SCC;	
	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 PRAL is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.	

4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PRAL shall be written in the language specified in SCC . Subject to GCC Clause 3.1 , the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the PRAL'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 PRAL's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the PRAL and shall be returned (all copies) to the PRAL on completion of the Supplier's performance under the Contract if so required by the PRAL .

		8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project 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 or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the PRAL 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.
		10.1	The Performance Security (or Guarantee) shall be provided to the PRAL 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 PRAL , and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
10.	Performance Security (or Guarantee)	10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the PRAL 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 PRAL ; or b) A cashier's or certified check.

		10.4	The performance security (or guarantee) will be discharged by the PRAL 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.
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PRAL

11.	Warranty/ Defect Liability Period	11.1	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 PRAL , 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.
		11.2	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.
12.	Payment	12.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

		12.2	The Supplier's request(s) for payment shall be made to the PRAL in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13 , and upon fulfillment of other obligations stipulated in the Contract.
		12.3	Payments shall be made promptly by the PRAL , within sixty (60) days after submission of an invoice or claim by the Supplier. If the PRAL makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		12.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
		12.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
13	Prices	13.1	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.
		13.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the PRAL 's request for Bid Validity extension, as the case may be.
14	Change Orders	14.2	The PRAL may at any time, by a written order given to the Supplier pursuant to GCC Clause 22 , make changes within the general scope of the Contract in any one or more of the following:

		14.2.1	The method of shipment or packing;
		14.2.2	The place of delivery; and/or
		14.2.3	The Services to be provided by the Supplier.
		14.3	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 PRAL change order.
		14.4	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.
15	Contract Amendments	15.1	Subject to GCC Clause 20 , no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
15	Assignment	15.1	Neither the PRAL nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
16	Sub-contracts	16.1	
17	Delays in the Supplier's Performance		

		17.1	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 PRAL 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 PRAL 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.
		17.2	Except as provided under GCC Clause 19 , a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26 , unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.
18.	Late Delivery Charges	18.1	Subject to GCC Clause 19 , 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 PRAL shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC . Once the said maximum is reached, the PRAL may consider termination of the Contract pursuant to GCC Clause 26 .
19.	Termination for Default	19.1	The PRAL 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.

		27.1	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 PRAL pursuant to GCC Clause 24 ; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC ;
		d)	the supplier has abandoned or repudiated the contract.
		e)	the PRAL 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 PRAL 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 PRAL ; and
		h)	if the PRAL determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		For the purpose of this clause:	
		"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.	

		27.4	In the event the PRAL terminates the Contract in whole or in part, pursuant to GCC Clause 26.1 , the PRAL 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 PRAL for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
20	Termination for Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

		28.2	If a Party (hereinafter referred to as “the Affected Party”) is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the PRAL 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.
21	Termination for Insolvency	29.1	The PRAL 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 PRAL .
22	Termination for Convenience	30.1	The PRAL , 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 PRAL ’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 PRAL at the Contract terms and price. For the remaining Goods, the PRAL 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.

23	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
		31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
24	Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
25	Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the PRAL 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.
26	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8 ,
		a)	The supplier shall not be liable to the PRAL , 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 PRAL ; and
		b)	The aggregate liability of the Supplier to the PRAL , 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 PRAL with respect to patent infringement.
27	Notices	35.1	Any notice given by one party to the other pursuant to this
			Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
28	Taxes and Duties	28.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
		28.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the PRAL shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		28.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the PRAL .

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

PRAL

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	PRAL
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement is: <i>Procurement of Laptops</i>
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of the
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is
		Performance Security (or guarantee) (GCC 10)
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>[below the ten (10) percent of the Contract Price]</i>
8.	10.4	After delivery and acceptance of the Goods, _____ percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final

		acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PRAL in order to ensure that the goods are manufactured in compliance with the contract.
	Packing (GCC Clause 12)	
10.	12.2	The following SCC shall supplement GCC Clause 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the PRAL in the Technical Specification.
	Delivery and Documents (GCC Clause 13)	
11.	13.1	For Goods supplied from abroad: N/A Upon shipment, the Supplier shall notify the PRAL and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the PRAL, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance Certificate;

		(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the PRAL at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. <i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i>
12.	13.3	For Goods from within Pakistan: N/A
	Insurance (GCC Clause 14)	

13.	14.1	
	Related Services (GCC Clause 16)	
14.	16.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
	Spare Parts (GCC Clause 17)	
15.	17.1	
	Warranty (GCC Clause 18)	
16.	18.2	GCC Clause 17.2 – In partial modification of the provisions, the warranty period shall be One Year 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: (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, or

		(b) pay late delivery charges to the PRAL with respect to the failure to meet the contractual guarantees. The rate of these Late delivery charges shall be 0.20 percent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: Should be clearly mentioned in Proposal
	Payment (GCC Clause 19)	
18.	19.1	The method and conditions of payment to be made to Supplier under this Contract shall be as follows:

		Payment for Goods and Services supplied from within Pakistan: Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: (+) On Delivery: 100 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 11.
	Prices (GCC 20)	
	Late Delivery Charges (GCC Clause 26)	
21.	25.1	Applicable rate: <i>0.20% of the total value.</i>

		Maximum deduction: is equal to the performance security.
	Procedure for Dispute Resolution (GCC Clause 32)	
23.	32.3	Dispute Resolution (a) <u>For Contracts to be entered with nationals of Pakistan:</u> 1. If any dispute of any kind whatsoever shall arise between the PRAL and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract- whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the

		dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [<i>Insert name of the city</i>] and proceedings will be conducted in - [<i>Specify language</i>] language. 4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the PRAL shall pay the Supplier any monies due to the Supplier.
	Notices (GCC Clause 35)	
26.	35.1	– PRAL 's address for notice purposes: – Supplier's address for notice purposes:

SECTION IX: CONTRACT FORMS

DRAFT

Form of Contract

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

WHEREAS the PRAL 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 PRAL 's Letter of Acceptance; and
 - (o) [add here: any other documents]
3. In consideration of the payments to be made by the PRAL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PRAL 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 PRAL 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 PRAL)

Witness to the signatures of the PRAL :

.....

Signed, sealed, delivered by _____ the _____ (for the PRAL)

Witness to the signatures of the Supplier:

PRAL

Performance Security (or guarantee) Form

To: *[name of PRAL]*

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]
