Government of Pakistan

Pakistan Telecommunication Authority

Headquarters F-5/1, Islamabad

http://www.pta.gov.pk

Procurement of Desktop and Laptop computers

(Single Stage Two Envelop Procedure)

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March 12, 2026

PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I : INVITATION TO BIDS

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Bid No. PTA/HQ/ICT/ 149/2025

Procurement of Desktop and Laptop Computers

Invitation to Bid

Pakistan Telecommunication Authority, invites electronic bids from original manufacturers/ authorized distributors and suppliers registered with Income Tax and Sales Tax Department for desktop and Laptop computers for PTA Headquarter, Islamabad.

2. Bidding shall be conducted in line with **Single Stage, Two Envelope Procedure** under Rule 36(b) of Public Procurement Rules 2004 and relevant Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by Authority (from time to time), and is open to all potential bidders.

3. All bids must be accompanied by a Bid Securing declaration on EPADs. **The Original Bid Securing Declaration as per format given in bid document must be submitted before bid opening deadline.** Pre-Bid meeting will be held on **24th March , 2026 at 11:30 AM** at PTA Headqurters, F-5/1, Islamabad.

4. Electronic bid properly filled in must be submitted through PPRA EPADS only on or before **31st March, 2026 by 3:30 PM**. *Manual bids shall not be accepted.* Bids (or technical part of bids as case may be) will be opened same day at **4:00 PM** in presence of bidders' representatives who choose to attend bid opening session *in office of Director (Procurement), Room No. 11, Ground Floor, PTA HQs, F-5/1, Islamabad. Bid documents are available on PTA website https://www.pta.gov.pk and PPRA website (https://epms.ppra.gov.pk)*

5. Note: In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is constituted for subject procurement. Grievances can be submitted via email (grievance.procurement@pta.gov.pk) and on EPADS at (www.eprocure.gov.pk)

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

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A. INTRODUCATION

1. **Scope of Bid**	**1.1**	PTA , as indicated in Bid Data Sheet (BDS) invites Bids for provision of Goods as specified in BDS and Section V - Technical Specifications & Schedule of Requirements. successful Bidders will be expected to deliver goods within specified period and timeline(s) as stated in BDS.
2. Source of Funds	**2.1**	Pakistan Telecommunication Authority will self finance project, no gevernment funding is involved.
3. Eligible Bidders	**3.1**	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in form of a joint venture, consortium, or association. In case of a joint venture, consortium, or association, all members shall be jointly and severally liable for execution of the Contract in accordance with terms and conditions of Contract. joint venture, consortium, or association shall nominate a Lead Member as nominated in BDS, who shall have authority to conduct all business for and on behalf of any and all members of joint venture, consortium, or association during Bidding process, and in case of award of contract, during execution of contract. *(limit on number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with guidelines issued by PPRA).*
	3.2	Appointment of Lead Member in joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to PTA.
	3.3	Verifiable copy of agreement that forms a joint venture, consortium or association shall be required to be submitted as part of Bid.
	3.4	Any bid submitted by joint venture, consortium or association shall indicate part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and responsibilities of each party shall not be substantially altered without prior written approval of PTA and in line with any instructions issued by Authority.
	3.5	invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/dealers subject to any provisions of incorporation or licensing by

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		respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with appropriate national incorporating body or statutory body, before participating in national/international competitive tendering with exception of such procurements made by foreign missions of Pakistan. For such purpose bidder must have to initiate registration process before bid submission and necessary evidence shall be submitted to PTA along with their bid, however, final award will be subject to complete registration process.
	3.7	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 past, directly or indirectly with a firm or any of its affiliates which have been engaged by PTA to provide consulting services for preparation of design, specifications and other documents to be used for procurement of 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 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 i nfluence on Bid of another Bidder, or influence decisions of PTA regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8	A Bidder may be ineligible if – a) he is declared bankrupt or, in case of company or firm, insolvent; b) payments in favor of Bidder is suspended in accordance with judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with national laws) in total

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		or partial loss of 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 national laws, in a declaration of bankruptcy or in any other situation entailing total or partial loss of right to administer and dispose of property; d) Bidder is convicted, by a final judgment, of any offence involving professional conduct; e) 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) firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for period defined by them.
	3.9	Bidders shall submit proposals relating to nature, conditions and modalities of sub-contracting wherever sub-contracting of any elements of contract amounting to more than ten (10) percent of Bid price is envisaged.
4. Eligible Goods and Related Services	**4.1**	All goods and related services to be supplied under contract shall have their origin in eligible source countries, and all expenditures made under contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means place where 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 place from where related services are/to be supplied.
	4.3	Ntionality of supplier that supplies, assembles, distributes, or sells goods and services shall not determine origin of goods.
	4.4	To establish eligibility of Goods and related services, Bidders shall fill country of origin declarations included in Form of Bid.
	4.4	If so required in BDS, Bidder shall demonstrate that it has

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		been duly authorized by manufacturer of goods to deliver in Pakistan (or in respective country in case of procurement by Pakistani Missions abroad), goods indicated in its Bid.
5. One Bid per Bidder	**5.1**	A bidder shall submit only one Bid, in same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in same bidding process.
6. Cost of Bidding		Bidder shall bear all costs associated with preparation and submission of its Bid, and PTA shall in no case be responsible or liable for those costs, regardless of conduct or outcome of bidding process.

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B. BIDDING DOCUMENTS

7. Content of Bidding Documents	**7.1**	Goods required, bidding procedures, and terms and conditions of contract are prescribed in Bidding Documents. In addition to Invitation to Bids, 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	Number of copies to be completed and returned with Bid is specified in **BDS.**
	7.3	PTA is not responsible for completeness of Bidding Documents and their addenda, if they were not obtained directly from PTA or signed pdf version from downloaded from website of PTA. However, PTA shall place both pdf and same editable version to facilitate bidder for filling forms.
	7.4	Bidder is expected to examine all instructions, forms, terms and specifications in Bidding Documents. Failure to furnish all information required in Bidding Documents will be at Bidder's risk and may result in rejection of his Bid.
8. Clarification of Bidding Documents	**8.1**	A prospective Bidder requiring any clarification of Bidding Documents may notify PTA in electronic form through E-PADs that provides record of content of communication at Procuring Agency's address indicated in BDS.
	8.2	PTA will within three (3) working days after receiving request for clarification, respond in electronic form to any request for clarification provided that such request

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		is received not later than three (03) days prior to deadline for submission of Bids as prescribed in **ITB 23.1.** However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of PTA's response will be forwarded to all identified Prospective Bidders through EPADs including a description of inquiry, but without identifying its source. In case of downloading of Bidding Documents from website of PA, response of all such queries will also be available on same link available at website. www.pta.gov.pk. Should PTA deem it necessary to amend Bidding Documents as a result of a clarification, it shall do so following procedure under ITB 9.
	8.4	If indicated **in BDS**, Bidder's designated representative is invited at Bidder's cost to attend a pre-Bid meeting at place, date and time mentioned **in BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of schedule of requirement, Evaluation Criteria or any other aspects of Bidding Documents.
	8.5	Minutes of pre-Bid meeting, if applicable, including text of questions asked by Bidders, including those during meeting (without identifying source) and responses given, together with any responses prepared after meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to Bidding Documents that may become necessary as a result of pre-Bid meeting shall be made by PTA exclusively through use of an Addendum pursuant to ITB 9. Non-attendance at pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	**9.1**	Before deadline for submission of Bids, PTA for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify Bidding Documents by issuing addenda.
	9.2	Any addendum issued including notice of any extension of deadline shall be part of Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of content of communication to all bidders who have obtained Bidding Documents from PTA.

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

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C. PREPARATION OF BIDS

10. Language of Bid	**10.1**	Bid prepared by Bidder, as well as all correspondence and documents relating to Bid exchanged by Bidder and PTA shall be written in English language unless specified in **BDS.** Supporting documents and printed literature furnished by Bidder may be in another language provided they are accompanied by an accurate translation of relevant pages in English language unless specified in **BDS**, in which case, for purposes of interpretation of Bidder, translation shall govern.
11. Documents and Sample(s) Constituting Bid	**11.1**	Bid prepared by Bidder shall constitute following components: - a. Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15;** b. Details of Sample(s) where applicable and requested in **BDS.** c. Documentary evidence established in accordance with ITB 13 that Bidder is eligible and/or qualified for subject bidding process; d. Documentary evidence established in accordance with **ITB 13.3(a)** that Bidder has been authorized by manufacturer to deliver goods into Pakistan, where required and where supplier is not manufacturer of those goods; e. Documentary evidence established in accordance with ITB 12 that goods and related services to be supplied by Bidder are eligible goods and services, and conform to Bidding Documents; f. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18;** g. Duly Notarized Power of Attorney authorizing signatory of Bidder to submit bid; and h. Any other document required in **BDS**.
	11.2	Where a sample(s) is required by a PTA, sample shall be: (a) submitted as part of bid, in quantities, dimensions and other details requested in BDS; (b) carriage paid; (c) received on, or before, closing time and date for submission of bids; and (d) evaluated to determine compliance with all characteristics listed in BDS.

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	11.3	PTA shall retain sample(s) of successful Bidder. A PTA shall reject Bid if sample(s)- (a) do(es) not conform to all characteristics prescribed in bidding documents; and (b) is/are not submitted within specified time clearly mentioned in Bid Data Sheet.
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that propriety article is displayed only as an example of type or quality of goods being Bided for, and that competition shall not thereby be limited to extent of that article only.
	11.5	Samples made up from materials supplied by a PTA shall not be returned to a Bidder nor shall a PTA be liable for cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by PTA till thirty (30) days from date of award of contract or exhaust of all grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods, Services and Conformity to Bidding Documents	**12.1**	Pursuant to ITB 11, Bidder shall furnish, as part of its Bid, all those documents establishing eligibility in conformity to terms and conditions specified in Bidding Documents for all goods and related services which Bidder proposes to deliver.
	12.2	Documentary evidence of eligibility of goods and related services shall consist of a statement in Price Schedule of country of origin of goods and related services offered which shall be confirmed by a certificate of origin issued at time of shipment.
	12.3	Documentary evidence of conformity of goods and related services to Bidding Documents may be in form of literature, drawings, and data, and shall consist of: a) a detailed description of essential technical specifications and performance characteristics of the Goods; b) an item-by-item commentary on PTA's Technical Specifications demonstrating substantial responsiveness of Goods and Services to those specifications, or a statement of deviations and exceptions to provisions of

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		Technical Specifications; c) any other procurement specific documentation requirement as stated in **BDS**.
	12.4	Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for proper and continuing functioning of Goods during period **specified in BDS** following commencement of use of goods by PTA.
	12.5	For purposes of commentary to be furnished pursuant to **ITB 12.3(c)** above, Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by PTA in its Technical Specifications, are intended to be descriptive only and not restrictive. Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to PTA's satisfaction that substitutions ensure substantial equivalence to those designated in Technical Specifications.
	12.6	required documents and other accompanying documents must be in English. In case any other language than English is used pertinent translation into English shall be attached to original version.
13. Documents Establishing Eligibility and Qualification of Bidder	**13.1**	Pursuant to **ITB 11,** Bidder shall furnish, as part of its Bid, all those documents establishing Bidder's eligibility to participate in bidding process and/or its qualification to perform contract if its Bid is accepted.
	13.2	Documentary evidence of Bidder's eligibility to Bid shall establish to satisfaction of PTA that Bidder, at time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	Documentary evidence of Bidder's qualifications to perform contract if its Bid is accepted shall establish to satisfaction of PTA that: a) in case of a Bidder offering to deliver goods under contract which Bidder did not manufacture or otherwise produce, Bidder has been duly authorized by goods' Manufacturer or producer to deliver goods in Pakistan; b) Bidder has financial, technical, and supply/production capability necessary to perform Contract, meets qualification criteria specified in **BDS**. c) in case of a Bidder not doing business within Pakistan,

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		Bidder is or will be (if awarded contract) represented by an Agent in Pakistan equipped, and able to carry out Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in Conditions of Contract and/or Technical Specifications. d) that Bidder meets qualification criteria listed in Bid Data Sheet.
14. Form of Bid	**14.1**	Bidder shall fill Form of Bid furnished in Bidding Documents. Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	**15.1**	Bid Prices and discounts quoted by Bidder in Form of Bid and in Price Schedules shall conform to requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in Statement of Work must be listed and priced separately in Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in prices of other items.
	15.3	Items not listed in Price Schedule shall be assumed not to be included in Bid, and provided that Bid is still substantially responsive in their absence or due to their nominal nature, corresponding average price of r espective item(s) of remaining substantially responsive bidder(s) shall be construed to be 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 respective items are not listed in other bids, PTA may fix price of missing items in accordance with market survey, and same shall be considered as final price.
	15.4	Bid price to be quoted in Form of Bid in accordance with **ITB 15.1** shall be total price of Bid, excluding any discounts offered.
	15.5	Bidder shall indicate on appropriate Price Schedule, unit prices (where applicable) and total Bid price of goods it proposes to deliver under contract.
	15.6	Prices indicated on Price Schedule shall be entered separately in following manner: a) For goods manufactured from within Pakistan (or within country where procurement is being done in case of foreign missions abroad):

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		i) price of 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 components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on goods if contract is awarded. iii) price for inland transportation, insurance, and other local costs incidental to delivery of goods to their final destination, if specified in **BDS.** iv) price of other (incidental or allied) enerators, if any, listed in BDS. b) For goods offered from abroad: i) price of goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in PTA's country, as specified in **BDS**. In quoting price, Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, Bidder may obtain insurance services from any eligible source country. or ii) price of goods quoted FOB port of shipment (or FCA, as case may be), if specified in **BDS**. or iii) price of goods quoted CFR port of destination (or CPT as case may be), if specified in **BDS.** iv) price for inland transportation, insurance, and other local costs incidental to delivery of goods from port of entry to their final destination, if specified in **BDS**. v) price of (incidental) services, if any, listed in the **BDS**.
	15.7	Prices proposed on Price Schedule for goods and related

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		services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for purpose of facilitating comparison of Bids by PTA. This, shall not in any way limit PTA's right to contract on any of terms and conditions offered: - a. For Goods: - i) price of Goods, quoted as per applicable INCOTERMS as specified in **BDS** ii) all customs duties, sales tax, and other taxes applicable on goods or on components and raw materials used in their manufacture or assembly, if contract is awarded to Bidder, and b. For Related Services :- i. price of related services, and ii. All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on related services, if contract is awarded to Bidder.
	15.8	Prices quoted by Bidder shall be fixed during Bidder's performance of contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.9	If so indicated in Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for award of more than one contract shall specify in their Bid price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
***16.* Bid Currencies**	**16.1**	Prices shall be quoted in following currencies: a) For goods and services that Bidder will deliver from within Pakistan, prices shall be quoted in Pakistani Rupees, unless otherwise specified in **BDS.** b) For goods and related services that Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, Bid prices shall be quoted in any freely convertible currency of another country. If Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

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	16.2	For purposes of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in bidding documents. rate of exchange shall be selling rate, prevailing on date of opening of (financial part of) bids specified in bidding documents, as notified by State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in Bid.
	16.4	Bidders may be required by PTA to clarifytheir foreign currency requirements and to substantiate that amounts included in Lump Sum and in **SCC** are reasonable and responsive to **ITB 16.1**.
***17.* Bid Validity Period**	**17.1**	Bids shall remain valid for period specified in **BDS** after Bid submission deadline prescribed by PTA. A Bid valid for a shorter period shall be rejected by PTA as non-responsive. period of Bid validity will be determined from complementary bid securing instrument i.e. expiry period of bid security or bid securing declaration as case may be.
	17.2	Under exceptional circumstances, prior to expiration of initial Bid validity period, PTA may request Bidders' consent to an extension of period of validity of their Bids only once, for period not more than period of initial bid validity. Request and Bidders responses shall be made in writing or in electronic forms that provide record of content of communication. Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to request will not be required nor permitted to modify its Bid, but will be required to extend validity of its Bid Security or Bid Securing Declaration for period of extension, and in compliance with **ITB 18** in all respects.
	17.3	If award is delayed by a period exceeding sixty (60) days beyond expiry of initial Bid validity period, contract price may be adjusted by a factor specified in request for extension. However, Bid evaluation shall be based on already quoted Bid Price without taking into consideration on above correction.
***18.* Bid Securing Declaration**	**18.1**	Pursuant to **ITB 11**, unless otherwise specified in **BDS**, Bidder shall furnish Bid Securing Declaration in format provided in **Section VI (Standard Forms)**.
	18.2	Bid Securing Declaration is required to protect PTA against risk of Bidder's conduct which would warrant security's forfeiture, pursuant to **ITB 18.9.**

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	18.3	Bid Securing Declaration shall be in accordance with Form of Bid Securing Declaration included in **Section VI (Standard Forms)** or another form approved by PTA prior to Bid submission.
	18.4	Any Bid not accompanied by a Bid Securing Declaration in accordance with **ITB 18.1 or 18.3** shall be rejected by PTA as non- responsive, pursuant to **ITB 28**.
	18.5	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after expiration of period of Bid Validity prescribed by PTA pursuant to **ITB 17**. PTA shall make no claim to amount of Bid Security, and shall promptly return Bid Security document, after whichever of following that occurs earliest: (a) expiry of Bid Security; (b) entry into force of a procurement contract and the provision of a performance security (or guarantee), for performance of contract if such a security (or guarantee), is required by Biding documents; (c) rejection by PTA of all Bids; (d) withdrawal of Bid prior to deadline for the submission of Bids, unless Biding documents stipulate that no such withdrawal is permitted.
	18.6	Successful Bidder's Bid Security will be discharged upon Bidder signing contract pursuant to **ITB 41,** or furnishing performance security (or guarantee), pursuant to **ITB 42**.
	18.7	Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during period of Bid Validity as specified by PTA, and referred by bidder on Form of Bid except as provided for in **ITB 17.2**; or does not accept correction of errors pursuant to ITB 30.3; or ii) does not accept correction of errors pursuant to ITB 30.3; or b) in case of a successful Bidder, if Bidder fails: i) to sign contract in accordance with **ITB 41**; or ii) to furnish performance security (or guarantee) in accordance with ITB 42.
19. **Alternative Bids by Bidders**	**19.1**	Bidders shall submit offers that comply with requirements of Bidding Documents, including basic Bidder's technical design as indicated in specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in **BDS**. If so allowed, **ITB 19.2**

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		shall prevail.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in **BDS** as will method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in **BDS**, Bidders wishing to offer technical alternatives to requirements of Bidding Documents must also submit a Bid that complies with requirements of Bidding Documents, including the basic technical design as indicated in specifications. In addition to submitting basic Bid, Bidder shall provide all information necessary for a complete evaluation of alternative by PTA, including technical specifications, breakdown of prices, and other relevant details. Only technical alternatives, if any, of Most Advantageous Bidder conforming to basic technical requirements (without altering bid price) shall be considered by PTA.
***20.* Withdrawal, Substitution, and Modification of Bid**	**20.1**	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by E-PADs, Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to Bidders.
	20.2	Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to Bidders.
***21.* Format and Signing of Bid**	**21.1**	Bids shall be submitted through e-PADs only

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D. SUBMISSION OF BIDS

22. **Sealing and Marking of Bids**	**22.1**	In case of Single Stage two Envelope Procedure, Bidder shall upload proposal seperately
	22.1	In case of Single Stage Single Envelop Procedure, Bid shall comprise all bid documents in a single file. Each Bidder shall submit his bid as under: a. Bidder shall submit his PROPOSAL through E-PADs
23. **Deadline for Submission of Bids**	**23.1**	Bids shall be received by PTA no later than date and time specified in **BDS.**
	23.2	PTA may, in exceptional circumstances and at its discretion, extend deadline for submission of Bids by amending Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of PTA and Bidders previously subject to deadline will thereafter be subject to new deadline.
24. **Withdrawal of Bids**	**24.1**	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of withdrawal of Bid, is received by PTA prior to deadline for submission of Bids.
	24.2	Revised bid may be submitted after withdrawal of original bid in accordance with provisions referred in **ITB 22.**

E. OPENING AND EVALUATION OF BIDS

25. **Opening of Bids**	**25.1**	PTA will open all Bids, in public, in presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in Bid proceedings at place, on date and at time, specified in **BDS**. Bidders' representatives present shall sign a register as proof of their attendance.
	25.2	In case of Single Stage Two Envelope Procedure, PTA will open Technical Proposals in public at address, date and time specified in **BDS** in presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in Bid proceedings. Financial Proposals will remain unopened and will be held in custody of PTA until specified time of their opening.
	25.3	Technical Proposals shall be opened one at a time, and following read out and recorded: (a) name of Bidder; (b) whether there is a modification or substitution; (c) presence of a Bid Security, if required; and (d) Any other details as PTA may consider appropriate irrespective of

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		circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered furr.
Process at bid opening session	**26.1**	Bidders are advised to send in a representative with knowledge of content of Bid who shall verify information read out from submitted documents. Failure to send a representative or to point out any un- read information by sent Bidder's representative shall indemnify PTA against any claim or failure to read out correct information contained in Bidder's Bid.
	26.2	PTA shall prepare minutes of Bid opening. record of Bid opening shall include, as a minimum: name of Bidder and wher or not re is a withdrawal, substitution or modification, Bid price if applicable, including any discounts and alternative offers and presence or absence of a Penalty or Bid Securing Declaration.
	26.3	Bidders' representatives who are present shall be requested to sign on attendance sheet. omission of a Bidder's signature on record shall not invalidate contents and affect record. A copy of record shall be distributed to all Bidders.
	26.4	A copy of minutes of Bid opening shall be furnished to individual Bidders upon request.
	26.5	In case of Single Stage Two Envelop Bidding Procedure, after evaluation and approval of technical proposal PTA, shall at a time within bid validity period, publically open financial proposals of technically accepted bids only. financial proposal of bids found technically non-responsive shall be returned un-opened to respective bidders subject to redress of grievances from all tiers of grievances.
27. Confidentiality	**27.1**	Information relating to 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 time of announcement of respective evaluation report.
	27.2	Any effort by a Bidder to influence PTA processing of Bids or award decisions may result in rejection of its Bid.
	27.3	Notwithstanding **ITB 27.2** from time of Bid opening to time of contract award, if any Bidder wishes to contact

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		PTA on any matter related to Bidding process, it should do so in writing or in electronic forms that provides record of content of communication.
28. **Clarification of Bids**	**28.1**	To assist in examination, evaluation and comparison of Bids (and post-qualification if applicable) of Bidders, PTA 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 PTA shall not be considered.
	28.2	Request for clarification and response shall be in writing or in electronic forms that provide record of content of communication. In case of Single Stage Two Envelope Procedure, no change in prices or substance of Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only correction of arithmetic errors discovered by PTA in evaluation of Bids should be sought in accordance with **ITB 31**.
	28.3	alteration or modification in BID which in any affect following parameters will be considered as a change in 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 ranking of bidder
		From time of Bid opening to time of Contract award if any Bidder wishes to contact Procuring Agency on any matter related to Bid it should do so in writing or in electronic forms that provide record of content of communication.
29. **Preliminary Examination of Bids**	**29.1**	Prior to detailed evaluation of Bids, PTA will determine whether each Bid: a) meets eligibility criteria defined in **ITB 3** and **ITB 4**; b) has been prepared as per format and contents defined by Procuring Agency in Bidding Documents; c) has been properly signed; d) is accompanied by required securities; and e) is substantially responsive to requirements of Bidding Documents.
	29.2	A substantially responsive Bid is one which conforms to all terms, conditions, and specifications of Bidding

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		Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way scope, quality, or performance of Services; b) limits in any substantial way, inconsistent with Bidding Documents, PTA's rights or Bidders obligations under Contract; or c) if rectified, would affect unfairly the Competitive position of other Bidders presenting substantially responsive Bids.
	29.3	PTA will confirm that documents and information specified under **ITB 11, 12** and **13** have been provided in Bid. If any of these documents or information is missing, or is not provided in accordance with Instructions to Bidders, Bid shall be rejected.
	29.4	PTA 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 relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from exact requirements of invitation that can be corrected or waived without being prejudicial to other bidders. defect or variation is immaterial when effect on quantity, quality, or delivery is negligible when contrasted with total cost or scope of supplies or services being acquired. Procuring Agency either shall give bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive deficiency, whichever is advantageous to PTA. Examples of minor informalities or irregularities include failure of a bidder to –* (a) *Submit number of copies of signed bids required by invitation;* (b) *Furnish required information concerning number of its employees;* (c) *firm submitting a bid has formally adopted or authorized, before date set for opening of bids, execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and bid carries such a signature.*

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	29.5	Provided that a Technical Bid is substantially responsive, PTA may request Bidder to submit necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of technical Proposal linked with ranking of bidders. Failure of Bidder to comply with request may result in rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the PTA shall rectify quantifiable nonmaterial nonconformities or omissions related to Financial Proposal. To this effect, Bid Price shall be adjusted, for comparison purposes only, to reflect price of missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by PTA and may not subsequently be evaluated for complete technical responsiveness.
***30.* Examination of Terms and Conditions; Technical Evaluation**	**30.1**	PTA shall examine Bid to confirm that all terms and conditions specified in **GCC** and **SCC** have been accepted by Bidder without any material deviation or reservation.
	30.2	Procuring Agency shall evaluate technical aspects of Bid submitted in accordance with **ITB 22,** to confirm that all requirements specified in **Section V – Schedule of Requirements, Technical Specifications of** Bidding Documents have been met without material deviation or reservation.
	30.3	If after examination of terms and conditions and the technical evaluation, PTA determines that Bid is not substantially responsive in accordance with **ITB 29,** it shall reject 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 total price that is obtained by multiplying unit price and quantity, unit price shall prevail, and total price shall be corrected, unless in opinion of PTA there is an obvious misplacement of decimal point in unit price, in which total price as quoted shall govern and unit price shall be corrected; b) if there is an error in a total corresponding to addition or

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		subtraction of sub-totals, sub-totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between amounts in figures and in words, amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on Form of Bid, amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	amount stated in Bid will, be adjusted by Procuring Agency in accordance with above procedure for correction of errors and, with, concurrence of Bidder, shall be considered as binding upon Bidder. If Bidder does not accept corrected amount, its Bid will then be rejected, and Bid Security may be forfeited or Bid Securing Declaration may be executed in accordance with **ITB 18.9.**
32. Conversion to Single Currency	**32.1**	To facilitate evaluation and comparison, PTA will convert all Bid prices expressed in amounts in various currencies in which Bid prices are payable. For purposes of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in bidding documents. rate of exchange shall be selling rate, prevailing on date of opening of (financial part of) bids specified in bidding documents, as notified by State Bank of Pakistan on that day.
	32.2	Currency selected for converting Bid prices to a common base for purpose of evaluation, along with source and date of exchange rate, are specified in **BDS**
33. Evaluation of Bids	**33.1**	PTA shall evaluate and compare only Bids determined to be substantially responsive, pursuant to **ITB 29**.
	33.2	In evaluating Technical Proposal of each Bid, Procuring Agency shall use criteria and methodologies listed in BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	PTA's evaluation of a Bid will take into account: a) in 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 goods if a contract is awarded to Bidder; b) in case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will

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		be payable on goods if contract is awarded to Bidder; and
	33.4	Comparison shall be between EXW price of 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 goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in price of goods offered from outside Pakistan. In evaluating Bidders, evaluation committee will, in addition to Bid price quoted in accordance with ITB 15.1, take account of one or more of following factors as specified in **BDS**, and quantified in ITB 32.5: a) Cost of inland transportation, insurance, and other costs within Pakistan incidental to delivery of goods to their final destination. b) delivery schedule offered in Bid; c) deviations in payment schedule from that specified in Special Conditions of Contract; d) cost of components, mandatory spare parts, and service; e) availability (in Pakistan) of spare parts and after-sales services for equipment offered in the Bid; f) projected operating and maintenance costs during life of equipment; g) performance and productivity of equipment offered; and/or h) other specific criteria indicated in TBS and/or i) in Technical Specifications.
	33.5	For factors retained in **BDS**, pursuant to ITB 33.4 one or more of following quantification methods will be applied, as detailed in **BDS**: *(a) Inland transportation from EXW/port of entry/border point, Insurance and incidentals.* Inland transportation, insurance, and other incidental costs for delivery of goods from EXW/port of entry/border point to Project Site named in **BDS** will be computed for each Bid by PA on basis of published tariffs by rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid estimated dimensions and shipping weight and approximate EXW or as per applicable INCOTERM value of each package. above cost will be added by PTA to EXW or as per applicable INCOTERM price.

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(b) *Delivery schedule.*

i) PTA requires that goods under Invitation for Bids shall be delivered (shipped) at time specified in Schedule of Requirements. estimated time of arrival of goods at Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating Bid resulting in such time of arrival as base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in **BDS**, of EXW or as per applicable INCOTERM price for each week of delay beyond base, and this will be added to Bid price for evaluation. No credit shall be given to early delivery.

Or

ii) goods covered under this invitation are required to be delivered (shipped) within an acceble range of weeks specified in 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 acceble range, an adjustment per week, as specified in **BDS**, will be added for evaluation to Bid price of Bids offering deliveries later than earliest delivery period specified in Schedule of Requirements.

Or

iii) goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in Schedule of Requirements. Bids offering deliveries earlier or later than specified deliveries will be adjusted in evaluation by adding to 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 specified delivery schedule.

(c) *Deviation in payment schedule.*

i) Bidders shall state their Bid price for payment schedule outlined in **SCC.** Bids will be evaluated

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on basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate reduction in Bid price they wish to offer for such alternative payment schedule. PTA may consider alternative payment schedule offered by selected Bidder

Or

i) **SCC** stipulates payment schedule offered by PTA. If a Bid deviates from schedule and if such deviation is considered acceble to PTA, Bid will be evaluated by calculating interest earned for any earlier payments involved in terms outlined in Bid as compared with those stipulated in this invitation, at rate per annum specified in **BDS.**

(d) *Cost of spare parts*

i) list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during initial period of operation specified in **BDS**, is annexed to Technical Specifications. total cost of these items, at unit prices quoted in each Bid, will be added to Bid price.

Or

ii) PTA will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in initial period of operation specified in **BDS.** total cost of these items and quantities will be computed from spare parts unit prices submitted by Bidder and added to Bid price

Or

iii) PTA will estimate cost of spare parts usage in initial period of operation specified in **BDS**, based on information furnished by each Bidder, as well as on past experience of PTA or other PTA's in similar situations. Such costs shall be added to Bid price for evaluation.

(e) *Spare parts and after sales service facilities in Pakistan*

cost to PTA of establishing minimum service facilities and parts inventories, as outlined in **BDS** or elsewhere in Bidding Documents, if quoted separately, shall be added to Bid price.

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		(f) *Operating and maintenance costs* Since operating and maintenance costs of goods under procurement form a major part of life cycle cost of equipment, these costs will be evaluated in accordance with criteria specified in BDS or in Technical Specifications. (g) *Performance and productivity of equipment.* (i) Bidders shall state guaranteed performance or efficiency in response to Technical Specification. For each drop in performance or efficiency below norm of 100, an adjustment for an amount specified in **BDS** will be added to Bid Price, representing capitalized cost of additional operating costs over life of plant, using methodology specified in **BDS** or in Technical Specifications. Or (ii) Goods offered shall have a minimum productivity specified under relevant provision in Technical Specifications to be considered responsive. Evaluation shall be based on cost per unit of actual productivity of goods offered in Bid, and adjustment will be added to Bid price using methodology specified in **BDS** or in Technical Specifications. (g) *Specific additional criteria.* Other specific additional criteria to be considered in evaluation and evaluation method shall be detailed in BDS and/or Technical Specifications
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and award to a single Bidder of multiple Lots, methodology of evaluation to determine lowest evaluated Lot combinations, including any discounts offered in Form of Bid, is specified in **BDS.**
34. **Domestic Preference**	**34.1**	If **BDS** so specifies, PTA will grant a margin of preference to certain goods in line with rules, regulations, regulatory guides or instructions issued by Authority from time to time.
35. **Determination of Most Advantageous Bid**	**35.1**	In case where PTA adopts Cost Based Evaluation Technique and, Bid with lowest evaluated price–from amongst those which are eligible, compliant and substantially responsive shall be Most Advantageous Bid.

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		PTA may adopt Quality & Cost Based Selection Technique due to following two reasons: i. Where PTA knows about main features, usage and output of products; however not clear about complete features, technical specifications and functionalities of goods to be procured and requires bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where PTA, in addition to mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining quality of goods: In such cases, PTA may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine ranking of bidders on 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**	**36.1**	After determining Most Advantageous Bid, if neither pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining Most Advantageous Bid, PTA shall carry out post-qualification of Bidder using only requirements specified in **BDS**.
	36.2	In case of International Tendering, parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification. Where Bid price is considered to be abnormally low, PTA shall perform price analysis either during determination of Most Advantageous Bid or as a part of post-qualification process. following process shall apply: (a) PTA may reject a Bid if Procuring Agency has determined that price in combination with other constituent elements of Bid is abnormally low in relation to subject matter of procurement (i.e. scope of procurement or ancillary services) and raises concerns as to capability and capacity of respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid PTA shall request Bidder an explanation of Bid or of those parts which it considers contribute to Bid being abnormally low; take account of evidence provided in response to a request in writing; and subsequently verify Bid or parts

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		of Bid being abnormally low; (c) decision of PTA to reject a Bid and reasons for decision shall be recorded in procurement proceedings and promptly communicated to Bidder concerned; (d) PTA shall not incur any liability solely by rejecting abnormally Bid; and (e) An abnormally low Bid means, in light of PTA's estimate and of all Bids submitted, Bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for PTA: In order to identify Abnormally Low Bid (ALB) following approaches can be considered to minimize scope of subjectivity: (i) Comparing bid price with cost estimate; (ii) Comparing bid price with bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing bid price with prices paid in similar contracts in recent past either government- or development partner-funded.
	36.3	PTA will determine to its satisfaction whether Bidder that is selected as having submitted most advantageous Bid is qualified to perform contract satisfactorily, in accordance with criteria listed in ITB 13.3.
	36.4	Determination will take into account Bidder's financial, technical, and production capabilities. It will be based upon an examination of documentary evidence of Bidder's qualifications submitted by Bidder, pursuant to ITB 13.3, as well as such other information as PTA deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in evaluation of Bidders' qualifications.
	36.5	PTA may seek "Certificate for Independent Price Determination" from Bidder and the results of reference checks may be used in determining award of contract. **Explanation:** Certificate shall be furnished by bidder. bidder shall certify that price is determined keeping in view of all 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 contract to Bidder. A negative determination will

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		result in rejection of Bidder's Bid, in which event PTA will proceed to next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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F. AWARD OF CONTRACT

37. ***Criteria of Award***	**37.1**	Subject to ITB 36 and 38, PTA will award Contract to Bidder whose Bid has been determined to be substantially responsive to Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with provisions of ITB 3; b) is determined to be qualified to perform Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
38. ***Negotiations***	**38.1**	Negotiations may be undertaken with the Most Advantageous Bid relating to following areas: a) a minor alteration to technical details of statement of requirements; b) reduction of quantities for budgetary reasons, where reduction is in excess of any provided for in Biding documents; c) a minor amendment to special conditions of Contract; d) finalizing payment arrangements; e) delivery arrangements; f) methodology for provision of related services; or clarifying details that were not apparent or could not be finalized at time of Bidding;
	38.2	Where negotiation fails to result into an agreement, PTA may invite next ranked Bidder for negotiations. Where negotiations are commenced with next ranked Bidder, PTA shall not reopen earlier negotiations
39. ***PTA's Right to to reject All Bids***	**39.1**	Notwithstanding **ITB 37**, PTA reserves right to reject all bids, and to annul Bidding process at any time prior to award of contract, without thereby incurring any liability to affected Bidder or Bidders. However, Authority (i.e. PPRA) may call from Procuring Agency justification of those grounds.
	39.2	Notice of rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	PTA shall upon request communicate to any Bidder grounds for its rejection of its Bids, but is not required to justify those grounds.
40. ***PTA's Right to Vary***	**40.1**	PTA reserves right at time of contract award to increase or decrease quantity of goods or related services originally

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Quantities at Time of Award		specified in these Bidding Documents (schedule of requirements) provided this does not exceed by percentage indicated in BDS, without any change in unit price or other terms and conditions of Bid and Bidding Documents.
41. *Notification of Award*	**41.1**	Prior to award of contract, Procuring Agency shall issue a Final Evaluation Report giving justification for accence or rejection of bids.
	41.2	Where no complaints have been lodged, Bidder whose Bid has been accepted will be notified of award by PTA prior to expiration of Bid Validity period in writing or electronic forms that provide record of content of communication. Letter of Accence will state sum that PTA will pay successful Bidder in consideration for execution of scope of works as prescribed by Contract (hereinafter and in Contract called "Contract Price).
	41.3	notification of award will constitute formation of the Contract, subject to Bidder furnishing Performance Security (or guarantee) in accordance with **ITB 43** and signing of contract in accordance with **ITB 42.2.**
	41.4	Upon successful Bidder's furnishing of performance security (or guarantee) pursuant to **ITB 43**, the Procuring Agency will promptly notify each unsuccessful Bidder, name of successful Bidder and Contract amount and will discharge Bid Security or Bid Securing Declaration of Bidders pursuant to **ITB 18.7.**
42. *Signing of Contract*	**42.1**	Promptly after notification of award, PTA shall send successful Bidder draft agreement, incorporating all terms and conditions as agreed by parties to contract.
	42.2	Immediately after Redressal of grievance by GRC, and after fulfillment of all conditions precedent of Contract Form, successful Bidder and PTA shall sign contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to bidder shall be construed to be contract.
43. *Performance Security (or Guarantee)*	**43.1**	After receipt of Letter of Accence, successful Bidder, within specified time, shall deliver to PTA a Performance Security (or Guarantee) in amount and in form stipulated in **BDS and SCC**, denominated in type and proportions of currencies in Letter of Accence and in accordance with Conditions of Contract.
	43.2	If Performance Security (or Guarantee) is provided by successful Bidder and it shall be in form specified in **BDS**

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		which shall be in any of 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 case of an irrevocable letter of credit issued by a foreign bank, letter shall be confirmed or authenticated by a Scheduled bank; (c) bank guarantee confirmed by a reputable local bank or, in case of a successful foreign Bidder, bonded by a foreign bank; or surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.2	Failure of successful Bidder to comply with requirement of **ITB 43.1** shall constitute sufficient grounds for annulment of award and forfeiture of Bid Security, in which event PTA may make award to next ranked Bidder or call for new Bids.
44. Advance Payment	**44.1**	Advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, same will be dealt with standard international practices and in manner as prescribed in ITB 44.2.
	44.2	PTA will provide an Advance Payment as stipulated in Conditions of Contract, subject to a maximum amount, as stated in **BDS**. Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in form provided in Section IX. For purpose of receiving Advance Payment, Bidder shall make and estimate of, and include in its Bid, expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to purchase of equipment, machinery, materials, and on engagement of labor during first month beginning with date of PTA's "Notice to Commence" as specified in **SCC**.
45. Arbitrator	**45.1**	Arbitrator shall be appointed by mutual consent of both parties as per provisions specified in SCC.
46. Corrupt & Fraudulent Practices	**46.1**	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe highest standard of ethics during procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

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G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	**47.1**	PTA shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address complaint. GRC shall not have any of members of Procurement Evaluation Committee. committee must have one subject specialist depending nature of procurement.
48. GRC Procedure	**48.1**	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and same shall be addressed by GRC well before bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of PTA after submission of his bid may lodge a written complaint concerning his grievances not later than seven days of announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, complaint is filed against technical evaluation report, GRC shall suspend procurement proceedings.
	48.4	In case, complaint is filed after issuance of final evaluation report, complainant cannot raise any objection on technical evaluation of report: Provided that complainant may raise objection on any part of final evaluation report in case where single stage one envelop bidding procedure is adopted.
	48.5	GRC, in both cases shall investigate and decide upon complaint within ten days of its receipt.
	48.6	Any bidder or PTA not satisfied with decision of GRC may file Appeal before Appellate Committee of Authority on prescribed format after depositing Prescribed fee.
	48.7	Committee, upon receipt of Appeal against decision of GRC complete in all respect shall serve notices in writing upon all parties to Appeal.
	48.8	Committee shall call record from concerned PTA or GRC as case may be, and same shall be provided within prescribed time.
	48.9	committee may after examination of relevant record and

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		hearing all concerned parties, shall decide complaint within fifteen (15) days of receipt of Appeal.
	48.10	decision of Committee shall be in writing and shall be signed by Head and each Member of Committee. decision of committee shall be final.

H. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	**49.1**	PTA shall bar for not more than time prescribed in Rule-19 of 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 id securing declaration;
	49.2	Show cause notice shall contain: (a) precise allegation, against bidder or contractor; (b) maximum period for which Procuring Agency proposes to debar bidder or contractor from participating in any public procurement of PTA; and (c) statement, if needed, about intention of PTA to make a request to Authority for debarring bidder or contractor from participating in public procurements of all procuring agencies.
		PTA shall give minimum of seven days to bidder or contractor for submission of written reply of show cause notice
	49.3	PTA shall give minimum of seven days to bidder or contractor for submission of written reply of show cause notice
	49.4	In case, bidder or contractor fails to submit written reply within requisite time, PTA may issue notice for personal hearing to bidder or contractor/ authorize representative of bidder or contractor and PTA shall decide matter on basis of available record and personal hearing, if availed.
	49.5	In case bidder or contractor submits written reply of show cause notice, PTA may decide to file matter or direct issuance of a notice to bidder or contractor for personal hearing.
	49.6	PTA shall give minimum of seven days to bidder or contractor for appearance before specified officer of PTA for personal hearing. specified officer shall decide matter on

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

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SECTION III: BID DATA SHEET

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Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in Instruction to Bidders
		A. Introduction
2	1.1, 2.1 & 2.2	Financial year: **2025-2026** Name of Procurement: **Desktop and Laptop Computers** Identification number of Contract: ICT 149/2025 Period for delivery of goods: ~~(12 Weeks)~~ 08 weeks Commencement date for delivery of Goods: After signing contract.
4.	3.1	Maximum number of members in joint venture, Consortium or association shall be: **(JV is not allowed).**
5.	4.1	Ineligible country(s) is or are : ***India & Israel***
6.	4.6	Demonstration of authorization by manufacturer: Valid Authorized dealer certificate from manufactuer for Pakistan along with 3S services is required

B. Bidding Documents

7.	7.2	Submission on EPADS
8.	8.1	Address for clarification of Bidding Documents : Abdur Rab Khan, Director Procurement **Ph: +92-51-2878157, email: abdurrab@pta.gov.pk** Clarification will be made through E-PADs or EMail
	8.5	Pre-bid meeting will be on **24th March, 2026 at 11:30 AM** in PTA Headquarters, F-5/1, Islamabad

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B. Preparation of Bids

9.	10.1	Language of all correspondences and documents related to Bid is: **English**
10.	11.1(b)	Detail of sample(s) to be submitted with Bid are: **N/A**
11.	11.2 (b)	Characteristics : Technical Specifications, Schedule of requirements

12.		**11.1 (h)** In addition to documents stated in ITB 11, the following documents must be included with Bid: following mandatory requirement and technical must be fulfilled to qualify for financial bid opening & evaluation and supporting documents must be included with **Technical Bid**

Part A) Mandatory Requirement *	
1	*Firm should be Active on Tax Payers list for Income tax & Sales Tax. Any document available in Technical Proposal will be accepted.*
2	*Affidavit on Non-Judicial Stamp Paper that* *i. firm/company has never been black listed from any Govt. /Semi Govt./ Autonomous body.* *ii.all items quoted in financial bid are as per Technical Specs mentioned in **Annexure-A** of bidding documents*
3	*Bid Declaration must be attached with Bidding Documents as per Format of Bid Securing Declartion attached in Section VI of bidding documents i.e. Standard Forms*
4	*all items quoted in financial bid must be in accordance with Technical Specs mentioned in **Annexure-A** Section VII: Technical Requirement of bidding documents*
5	*Brand name must be quoted and provided. The relevant broucher/datasheet must be provided in technical proposal.*
6	*Sales and Service Center of the Bidder must be in Islamabad / Rawalpindi.*
7	*Company/Firm/Bidder has to produce valid partner / Reseller / Distributor Certificate of the principal manufacturer for Pakistan.*
8	*Bidder shall provide undertaking on non judicial stamp paper for replacement of faulty parts within 10 working days & shall provide maintenance & support services within 1 to 3 working days as and when required during the minimum **warranty period of 01 year.***
9	Bidder is required to include with its Bid, documentation from manufacturer of goods, that it has been duly authorized to deliver, in Pakistan, goods indicated in its Bid.

13.	**12.3 (c)**	Other procurement specific documentation requirements are: N/A
14.	**12.4**	Successful bidder should provide goods in ~~12 Weeks~~ 8 weeks

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15.	**13.3(b)**	Qualification criteria required from Bidders in **ITB (13.3) (b)** is modified as follows:

1	***Bidder's Existence in Market:*** *Registration with SECP or Registrar of firms* *More than 5 years:* ***20 Marks*** *More than 3 but less than 5 years :* ***10 Marks*** *Less than 3 years :* ***No Marks*** ***Relevant registration/commencdmetn document must be attached.*** ***Max Marks : 20***
2	*Bidder shall have minimum three (3) years of experience for supply of similar goods (experience shall be ascertained from the oldest purchase order / supply order / agreement etc.).* ***Marks 25 Marks***
3	**Supply of quoted brand to other organizations** The bidder shall attach documentary proof that the quoted brands of the offered items are well-known international brands. To claim the relevant marks, the bidder must provide Purchase Orders issued by Government, Semi-Government, or Autonomous Bodies, having an overall value of **Rs. 50 million** or above during calendar year starting from 1st January 2025 to 31st December, 2025. **25 Marks**
4	**Financial Stablity of Bidder:** Gross Annual Revenue as per latest annual audited accounts Rs. 50 Million or above: **20 Marks** Above Rs. 30 Million but less Rs. 50 Million : **10 Marks** Above 20 Million but Less than 30 Million: **5 Mraks** Less than Rs. 20 Million : **No. Marks** **Note:** Annual Audit Report or Income Statement for the year ended 30th June, 2025 or 31st December, 2024 (whichever is applicable) must be attached with technical proposal) **Max Marks : 20**
5	**Extra Warranty:** 1 Year Extra warranty: **10 Marks** 6 month Extra Warranty: **5 Marks** Minimum Warranty of 1 year : **No Marks** Bidder shall provide undertaking non judicial stamp paper for replacement of faulty parts within 10 working days & shall provide maintenance & support services within 1 to 3 working days as and when required during the (1 year , 1.5 year or 2 years whichever is applicalbe for bidder) **Max Marks 10**

Note: Bidder must obtain 75% marks to qualify for financial bid opening

Bidder is required to include with its Bid, documentation from manufacturer of goods, that it has been duly authorized to deliver, in Pakistan, goods indicated in its Bid.

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16.	15.7(a) (iii), (iv) (optional)	For goods manufactured in Pakistan price quoted shall be inclusive of supply and installation. Vendor shall include all duties, taxes, freight charges etc.
17.	15.7 (a) (i) & 15.6 (b)	For goods offered from abroad price quoted shall be: bid amount shall be inclusive of supply and installation at
18.	15.9	Item prices shall be fixed.
19.	16.1 (a)	Prices to be quoted in Pak Rupees
20.	16.2	As Above
21.	17.1	Bid Validity period shall be *120* days.
22.	18.1, 18.3	No Bid Security is required. However, bidder must submit Bid Securing Declaration on their letterhead.
23.	18.3 (c)	Other forms of security are: [***Performance Security]***
24.	19.1	Alternative Bids to requirements of Bidding Document will not be permitted.
235	21.1	No Physical submission except bid decleration.

C. Submission of Bids

27.	22.2 (a)	Bid shall be submitted to: E-PADs
28.	22.2 (b)	Title of subject Procurement name: **Procurement of Desktop and Laptop Computers** (**Tender no.** ICT 149/2025) **Time and date for submission**: ***31st March, 2026 at 3:30 PM***
29.	23.1	**Deadline for Bid submission is:** ***31st March, 2026 at 3:30 PM***

D. Opening and Evaluation of Bids

30.	26.1	Bid opening shall take place at: E-PADs ***31st March, 2026 at 4:00 PM*** ***At PTA* HQ's, Sector F-5/1, Islamabad**
31.	32.2	Currency used for Bid evaluation and comparison purposes is: ***[PKR]***
32.	35	**Evaluation Techniques: Least Cost Based Selection (LCBS)** After meeting requirements of eligibility, qualification financial evaluation will be based on total amount quoted against both category of items collectively. No lot-wise evaluation will be considered. The qualified bidder with lowest quoted amount shall be declared as most advantageous bidder.
33.	33.4 (h)	Other specific criteria are : **N/A**
34.	33.5 (a)	Contractor will submit a space wise design and delivery of all parts proper installation at Islamabad will be responsibility of successful bidder and in this regard NO additional payment shall be made to contractor.

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35.	**33.5 (b)**	**Delivery & installation/ configuration schedule :** ~~**12 Weeks**~~ 8 Weeks Penalty will be charged for maximum upto 10% of contract value. Penalty per week is 1.25% of contract value to cover extended time up to 8 weeks.
36.	**33.5 (c) (ii)**	Deviation in payment schedule [*"is not" applicable*].
37.	**33.5 (d)**	Cost of spare parts. Repalcemnt of spare parts burnt/faulty during the period of warranty offered by bidder will be responsibility of successful bidder
38.	**33.5(e)**	Spare parts and after sales service facilities in Pakistan. *Submitted brand must have sales and services offices/Center/facilities in Islamabad. same will be verified.*
39.	**33.5 (f)**	Operating and maintenance costs.
40.	**33.5 (g)**	Performance and productivity of equipment: *As per required technical specification*
41.	**33.5 (h)**	Specific additional criteria to be used in evaluation and their evaluation method or reference to Technical Specifications. **[Mandatory Requirement as above at Sr. 12 of BDS]**
42.	**33.6**	In case of award to a single Bidder of multiple lots; methodology of evaluation to determine lowest evaluated Lot combinations, including any discounts offered in Form of Bid is [*insert methodology*] **N/A**

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43.	**34.1**	a) Domestic preference to apply. **N/A**
F. Award of Contract		
44.	**40.1**	Percentage for contrat price variation is [15% percent].
45.	**43.1**	**Performance Security** (or guarantee) shall be **5%** of contract price.
46.	**43.2**	Performance Security (or guarantee) shall be in form of Pay Order/ Demand Draft/ bank gurantee from any scheduled bank of Pakistan in favor of PTA
49.	**45.1**	Arbitrator shall be appointed by mutual consent of both parties.

G. Review of Procurement Decisions

50.	**49.1**	address of PTA: **Headquarters, F-5/1, Islamabad** Ph: - **+92-051-9225329**
		Address of PPRA to submit a **copy** of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254

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SECTION IV. ELIGIBLE COUNTRIES

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

Following countries are ineligible to participate in 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

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SECTION V: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

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Note: Bidders are required NOT to change any specification other than given in this Annexure. Any conditional offers or change of text/specification shall lead. The Financial Evaluation will be bases on overall price quoted against both categories of required products.

Item #	Description	Qty	Price	PCT Item #	Gst	Amount (PKR)
1	**Branded Desktop Computers,** *(As per required mentioned specification)*	70				
2	**Laptops,** *(As per required mentioned specification)*	14				
Amount in Words:						

SECTION VII: TECHNICAL REQUIREMENT

Technical Requirement

SECTION VII: TECHNICAL REQUIREMENT

Technical Requirement

1. Specifications for Branded Desktop Computers, Seventy (70)

Sr.	Feature	Requirements
1.	PROCESSOR	14th Generation Intel® Core™ i7 or better
2.	RAM	16 GB DDR5-5600 MHz or higher
3.	HARD DRIVE	512 GB PCIe NVMe M.2 SSD or higher
4.	CHIPSET	Intel® Chipset
5.	I/O PORTS	Standard I/O ports
6.	NETWORK CARD	10/100/1000 Ethernet and Built-in WiFi 7 /Wi-Fi 7 PCIe Wireless Card
7.	KEYBOARD & MOUSE	USB Keyboard and Mouse (Same Brand)
8.	LED MONITOR	24" LED Screen (Same Brand)
9.	OPERATING SYSTEM	Windows 11 Professional 64bit (Licensed Version) with Drivers
10.	WARRANTY	One-year On-site warranty with Keep Your Hard Drive (KYHD)

NOTE:

1. Specifications equivalent as mentioned above or higher/latest will be acceptable
2. Any inferior/lower Specifications will be rejected
3. Bidder shall quote only one option. quoting multiple options shall lead to disqualification.
4. Quoted hardware i.e. Refurbished / Used shall not be acceptable & rejected.

SECTION VII: TECHNICAL REQUIREMENT

2. Specifications for Fourteen (14) Laptops

Sr.	Feature	Requirements
1.	**PROCESSOR**	Intel® Core™ Ultra 7 Processor 155UL 12M Cache, up to 4.80 GHz or above
2.	**RAM**	32 GB DDR5-5600 MHz or higher
3.	**HARD DRIVE**	1TB SSD NVME or higher
4.	**CHIPSET**	Intel® Chipset
5.	**Display**	14-inch or higher HD LED Anti-glare non-touch.
6.	**Integrated Connectivity**	USB 2.0 / 3.0 ports, USB Type-C Port, HDMI port, RJ45, Wireless network 802.11 n/ac, 6E AX211, Bluetooth, Camera and Microphone (built-in).
7.	**Wi-Fi 7 Card**	Built-in Wi-Fi 7 / Wi-Fi 7 Card with laptop compatible with installation
8.	**Battery**	Up to 5 hours or more
9.	**OPERATING SYSTEM**	With MS Windows 11 pro and with MS Office pro 2021 Word Power Point, excel. (Licensed).
10.	**WARRANTY**	One-year On-site warranty with Keep Your Hard Drive (KYHD)
11.	**Accessories**	Branded Professional Backpack/carrying case, Original Power Adapter with power cable and USB-C Multifunction Adaptor (branded)

NOTE:

1. Specifications equivalent as mentioned above or higher/latest will be acceptable
2. Any inferior/lower Specifications will be rejected
3. Bidder shall quote only one option. quoting multiple options shall lead to disqualification.
4. Quoted hardware i.e. Refurbished / Used shall not be acceptable & rejected.

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A. **(Delivery Schedule)**

Implementation Schedule Table

System, Subsystem, or lot number: *[if a multi-lot procurement, insert:* ***lot number,*** *otherwise state* ***"entire System procurement"****]*

[Specify ***desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.****]*

Line-Item No.	Subsystem / Item			Delivery (Bidder to specify in the Preliminary Project Plan)	Installation (weeks from Effective Date)	Acceptance (weeks from Effective Date)	Liquidated Damages Milestone
	Project Plan						Yes/no
1.	*Branded Desktop Computers*			Eight (08) weeks after the signing of the contract (As per the Purchase Order issued)			
2.	*Laptops*			Eight (08) weeks after the signing of the contract (As per the Purchase Order issued)			

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STANDARD FORMS FOR
(Single Stage Two Envelope Procedure)

Table of Forms

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Letter of Bid – Technical Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED DOCUMENT

Bidder must prepare Letter of Bid on EPADs with its letterhead clearly showing Bidder's complete name and business address along BID security scanned copy.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from final document.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of Bidding process*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: **[*insert complete name of PTA*]**

We, undersigned Bidder, hereby submit our Bid:

In submitting our Bid we make following declarations:

(a) **No reservations:** We have examined and have no reservations to bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 9);
(b) **Eligibility**: We meet eligibility requirements and have no conflict of interest in accordance with ITB 3;
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by PTA based on execution of a Bid Securing Declaration or Proposal Securing Declaration in PTA's country in accordance with ITB 4;
(d) **Conformity:** We offer to supply in conformity with bidding document and in accordance with Delivery Schedules specified in Schedule of Requirements following Goods: [*insert a brief description of Goods and Related Services*];
(e) **Bid Validity Period**: Our Bid shall be valid for period specified in BDS 17.1 (as amended, if applicable) from date fixed for Bid submission deadline

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specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before expiration of that period;

(f) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with bidding document;

(g) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet requirements, other than Alternative Bids submitted in accordance with ITB 19;

(h) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by PTA. Further, we are not ineligible under Pakistan laws;

(i) **State-owned enterprise or institution**: [*select appropriate option and delete other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet requirements of*];

(j) **Binding Contract**: We understand that this Bid, together with your written accence thereof included in your Letter of Accence, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(k) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

(l) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of Bidder: *[*insert complete name of Bidder*]

Name of person duly authorized to sign Bid on behalf of Bidder: ** [*insert complete name of person duly authorized to sign Bid*]

Title of person signing Bid: [*insert complete title of person signing Bid*]

Signature of person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In case of Bid submitted by a Joint Venture specify name of Joint Venture as Bidder.
**: Person signing Bid shall have power of attorney given by Bidder. power of attorney shall be attached with Bid Schedules.

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Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED DOCUMENT

Bidder must prepare Letter of Bid - Financial Proposal and submit it through EPADs along Priced BOQ

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
No.: [*insert number of bidding process*]
Name of Project.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: [*insert complete name of PTA*]

We, undersigned Bidder, hereby submit second part of our Bid, Financial Proposal

In submitting our Financial Proposal we make following additional declarations:

(a) **Bid Validity Period**: Our Bid shall be valid for period specified in BDS 17.1 (as amended, if applicable) from date fixed for bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before expiration of that period;

(b) **Total Price:** total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, total price of Bid is [*insert total price of bid in words and figures, indicating various amounts and respective currencies*];

In case of multiple lots, total price of each lot is [*insert total price of each lot in words and figures, indicating various amounts and respective currencies*];

In case of multiple lots, total price of all lots (sum of all lots) [*insert total price of all lots in words and figures, indicating various amounts and respective currencies*];

(c) **Discounts:** discounts offered and methodology for their application are:

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(i) discounts offered are: [*Specify in detail each discount offered*]

(ii) exact method of calculations to determine net price after application of discounts is shown below: [*Specify in detail method that shall be used to apply discounts*];

(d) **Commissions, gratuities and fees:** We have paid, or will pay following commissions, gratuities, or fees with respect to bidding process or execution of Contract: [*insert complete name of each Recipient, its full address, reason for which each commission or gratuity was paid and amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount
(If none has been paid or is to be paid, indicate "none.")			

(e) **Binding Contract:** We understand that this Bid, together with your written accence thereof included in your Letter of Accence, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of Bidder:*[*insert complete name of Bidder*]

Name of person duly authorized to sign Bid on behalf of Bidder: ** [*insert complete name of person duly authorized to sign Bid*]

Title of person signing Bid: [*insert complete title of person signing Bid*]

Signature of person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In case of Bid submitted by a Joint Venture specify name of Joint Venture as Bidder.

**: Person signing Bid shall have power of attorney given by Bidder. power of attorney shall be attached with Bid Schedules.

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Bidder Information Form

[Bidder shall fill in this Form in accordance with instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid submission]*
No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page_____of_____pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check box(es) of attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. ☐ Establishing that Bidder is not under supervision of PTA 8. Included are organizational chart, a list of Board of Directors, and beneficial ownership.
Note: All perspective bidders are requested to submit bid in PKR only and visit site before submission of bid

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Bid Securing Declaration

[Bidder shall fill in this Form in accordance with instructions indicated.]

Date: [insert date (as day, month and year)]
Bid No.: [insert number of Bidding process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of PTA]

We, undersigned, declare that:

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

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

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

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

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

We understand this Bid Securing Declaration shall expire if we are not successful Bidder, upon earlier of (i) our receipt of your notification to us of name of successful Bidder; or (ii) twenty-eight (28) days after expiration of our Bid.

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

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

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

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

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SECTION VII: GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT (GCC)

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

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o) "GCC" means General Conditions of Contract contained in this section.

p) "Intended Delivery Date" is date on which it is intended that Supplier shall effect delivery as specified in SCC.

q) "SCC" means Special Conditions of Contract.

r) "Supplier" means individual private or government entity or a combination of above whose Bid to perform contract has been accepted by PTA and is named as such in Contract Agreement, and includes legal successors or permitted assigns of supplier and shall be named in SCC.

s) "Project Name" means name of project stated in SCC.

t) "Day" means calendar day.

u) "Eligible Country" means countries and territories eligible for participation in accordance with policies of Federal Government.

v) "End User" means organization(s) where goods will be used, as named in SCC.

w) "Origin" means place where Goods were mined, grown, or produced or from which 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"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 Contract impossible or so impractical as to be considered impossible under circumstances.

For purposes of this Contract, **"Force Majeure"** means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on 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 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 power of Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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		z) "Specification" means Specification of Goods and performance of incidental services in accordance with relevant standards included in Contract and any modification or addition made or approved by PTA. aa) Supplier's Bid is completed Bid document submitted by Supplier to PTA.
2. Application and interpretation	2.1	These General Conditions shall apply to extent that they are not superseded by provisions of other parts of 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 plural and vice versa; and masculine include feminine. Words have their ordinary meaning under language of Contract unless specifically defined.
	2.3	documents forming Contract shall be interpreted in following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Accence, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Bid, and (8) Any other document listed in Special Conditions of Contract as forming part of Contract.

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3.Conditions Precedent	3.1	a) Having signed Contract, it shall come into effect on date on which following conditions have been satisfied: - • Submission of performance Security (or guarantee) in form specified in **SCC**; • Furnishing of Advance Payment Unconditional Guarantee. b) If Condition precedent stipulated on GCC Clause 3.1 is not met by date specified in SCC this contract shall not come into effect; If PTA is satisfied that each of conditions precedent in this contract has been satisfied (except to extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to supplier a certificate of Contract commencement, which shall confirm start date.
4. Governing Language	4.1	Contract as all correspondence and documents relating to contract exchanged by Supplier and PTA shall be written in language specified in **SCC**. Subject to **GCC Clause 3.1**, version of Contract written in specified language shall govern its interpretation.
5. **Applicable Law**	5.1	contract shall be governed and interpreted in accordance with laws of Pakistan, unless otherwise specified in **SCC.**
6. **Country of Origin**	6.1	origin of Goods and Services may be distinct from nationality of Supplier.
7. **Standards**	7.1	Goods supplied under this Contract shall conform to standards mentioned in Technical Specifications, and, when no applicable standard is mentioned, American Standards (such as ACI, IEEE, ASME, etc.) or Pakistani standards such as PSQCA Such standards shall be latest issued by concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by Government of Pakistan	8.1	Supplier shall not, without PTA's priorwritten consent, disclose Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Procuring Agency in connection therewith, to any person other than a person employed by Supplier in performance of 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.

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	8.2	Supplier shall not, without PTA's prior written consent, make use of any document or information enumerated in **GCC Clause 7.1** except for purposes of performing Contract.
	8.3	Any document, other than Contract itself, enumerated in **GCC Clause 7.1** shall remain property of PTA and shall be returned (all copies) to PTA on completion of Supplier's performance under Contract if so required by PTA.
	8.4	Supplier shall permit Government of Pakistan or / and donor agencies involved in financing project to inspect Supplier's accounts and records relating to performance of Supplier and to have them audited by auditors appointed by Government of Pakistan or / and appropriate donor agencies, if so required by Government of Pakistan or / and appropriate donor agencies.
9. Patent and Copy Rights	9.1	Supplier shall indemnify PTA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of Goods or any part thereof in Pakistan.
10. Performance Security (or Guarantee)	10.1	Performance Security (or Guarantee) shall be provided to PTA no later than date specified in Letter of Accence and shall be issued in an amount and form and by a bank or surety acceble to PTA, and denominated in types and proportions of currencies in which Contract Price is payable as specified in **SCC**.
	10.2	proceeds of Performance Security (or Guarantee) shall be payable to PTA as compensation for any loss resulting from Supplier's failure to complete its obligations under Contract.
	10.3	Performance Security (or Guarantee) shall be in one of following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in form provided in Bidding Documents or another form acceble to PTA; or b) A cashier's or certified check.
	10.4	Performance security (or guarantee) will be discharged by PTA and returned to Supplier not later than thirty (30) days following date of completion of Supplier's performance obligations under Contract, including any warranty obligations, unless otherwise specified in **SCC**.
11. Inspections and Test	11.1	PTA or its representative shall have right to inspect and /or to test Goods to confirm their conformity to Contract specifications at no extra cost to PTA. **SCC** and Technical Specifications shall specify what inspections and tests PTA shall notify Supplier in writing or in electronic forms that provide record of content of communication, in a timely manner, of identity of any representatives retained for these purposes.

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	11.2	inspections and tests may be conducted on premises of Supplier or its subcontractor(s), at point of delivery, and/or at Goods' final destination. If conducted on premises of Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to inspectors at no charge to PTA.
	11.3	Should any inspected or tested Goods fail to conform to Specifications, PTA may reject Goods, and Supplier shall replace rejected Goods to meet specification requirements free of cost to PTA.
	11.4	PTA's right to inspect, test and, where necessary, reject Goods after Goods' arrival in PTA's country shall in no way be limited or eared by reason of Goods having previously been inspected, tested, and passed by PTA or its representative prior to Goods' shipment from country of origin.
	11.5	Nothing in **GCC Clause 10** shall in any way release supplier from any warranty or other obligations under this Contract.
12. **Packing**	12.1	Supplier shall provide such packing of Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in Contract. packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, remoteness of Goods final destination and absence of heavy handling facilities at all points in transit.
	12.2	Packing, marking, and documentation within and outside packages shall comply strictly with such special requirements as shall be expressly provided for in Contract, including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by PTA.
13. **Delivery and Documents**	13.1	Delivery of Goods shall be made by Supplier in accordance with terms specified in Schedule of Requirements. Details of shipping and or other documents to be furnished by Supplier as specified in **SCC**.
	13.2	For purposes of Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe obligations of parties shall have meanings assigned to them by current edition of INCOTERMS published by International Chamber of Commerce, Paris.
	13.3	Documents to be submitted by Supplier are specified in SCC.
14. **Insurance**	14.1	Goods supplied under Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in manner specified in SCC.

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15. **Transportation**	15.1	Where Supplier is required under Contract to deliver Goods FOB, transport of Goods, up to and including point of putting Goods on board vessel at specified port of loading, shall be arranged and paid for by Supplier, and cost thereof shall be included in Contract Price. Where Supplier is required under Contract to deliver Goods FCA, transport of Goods and delivery into custody of carrier at place named by PTA or other agreed point shall be arranged and paid for by Supplier, and cost thereof shall be included in Contract Price.
	15.2	Where Supplier is required under Contract to deliver Goods CIF or CIP, transport of Goods to port of destination or such other named place of destination in Pakistan, as shall be specified in Contract, shall be arranged and paid for by Supplier, and cost thereof shall be included in Contract Price.
	15.3	Where Supplier is required under Contract to transport Goods to a specified place of destination within Pakistan, defined as Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in Contract, shall be arranged by Supplier, and related costs shall be included in Contract Price.
16. Related Services	16.1	Supplier may be required to provide any or all of following services, including additional services, if any, specified in **SCC**: • Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of supplied Goods; • Furnishing of tools required for assembly and/or maintenance of supplied Goods; c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of supplied Goods; d) Performance or supervision or maintenance and/or repair of supplied Goods, for a period of time agreed by parties, provided that this service shall not relieve Supplier of any warranty obligations under this Contract; and e) Training of PTA's personnel, at Supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of supplied Goods.
	16.2	Prices charged by Supplier for related services, if not included in Contract Price for Goods, shall be agreed upon in advance by parties and shall not exceed prevailing rates charged to other parties by Supplier for similar services.

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17. **Spare Parts**	17.1	As specified in SCC, Supplier may be required to provide any or all of following materials, notifications, and information pertaining to spare parts manufactured or distributed by Supplier: a) Such spare parts as PTA may elect to purchase from Supplier, provided that this election shall not relieve Supplier of any warranty obligations under Contract; and b) In event of termination of production of spare parts: i. advance notification to PTA of pending termination, in sufficient time to permit PTA to procure needed requirements; and ii. following such termination, furnishing at no cost to PTA, blueprints, drawings, and specifications of spare parts, if requested.
18. Warranty/ Defect Liability Period	18.1	Supplier warrants that Goods supplied under Contract are new, unused, of most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in Contract. Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when design and/or material is required by PTA, specifications) or from any act or omission of Supplier, that may develop under normal use of supplied Goods in conditions prevailing in Pakistan.
	18.2	This warranty shall remain valid for a period specified in **SCC** after Goods, or any portion thereof as case may be, have been delivered to and accepted at final destination indicated in Contract, or for a period specified in **SCC** after date of shipment from port or place of loading in source country, +whichever period concludes earlier, unless specified otherwise in **SCC**.
	18.3	PTA shall promptly notify Supplier in writing or in electronic forms that provide record of content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, Supplier shall, within period specified in **SCC** and with all reasonable speed, repair or replace defective Goods or parts thereof, without costs to PTA other than, where applicable, cost of inland delivery of repaired or replaced Goods or parts from EXW or port or place of entry to entry to final destination.

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	18.5	If Supplier, having been notified, fails to remedy defect(s) within period specified in **SCC**, PTA may proceed to take such remedial action as may be necessary, at Supplier's risk and expense and without prejudice to any other rights which PTA may have against Supplier under Contract.
Payment	19.1	Payment method and conditions of payment to be made to the Supplier under this Contract shall be specified in **SCC.**
	19.2	Supplier's request(s) for payment shall be made to PTA in writing or in electronic forms that provide record of content of communication, accompanied by an invoice describing, as appropriate, Goods delivered and Services performed, and by documents submitted pursuant to **GCC Clause 13**, and upon fulfillment of other obligations stipulated in Contract.
	19.3	Payments shall be made promptly by PTA, within sixty (60) days after submission of an invoice or claim by Supplier. If PTA makes a late payment, Supplier shall be paid interest on late payment. Interest shall be calculated from date by which payment should have been made up to date when late payment is made at rate as specified in **SCC.**
	19.4	Currency or currencies in which payment is made to Supplier under this Contract shall be specified in **SCC** subject to following general principle: payment will be made in currency or currencies in which payment has been requested in Supplier's Bid.
	19.5	All payments shall be made in currency or currencies specified in **SCC** pursuant to **GCC Clause 19.4**
Prices	20.1	Contract price shall be as specified in Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to Contract.
	20.2	Prices charged by Supplier for Goods delivered and Services performed under Contract shall not vary from prices quoted by Supplier in its Bid, with exception of any price adjustments authorized in **SCC** or in PTA's request for Bid Validity extension, as case may be.

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Change Orders	21.1	PTA may at any time, by a written order given to Supplier pursuant to **GCC** Clause **22,** make changes within general scope of Contract in any one or more of following: a) Drawings, designs, or specifications, where Goods to be furnished under Contract are to be specifically manufactured for PTA; b) method of shipment or packing;
Contract Amendments	22.1	Prices to be charged by supplier for any related services that might be needed but which were not included in Contract shall be agreed upon in advance by Parties and shall not exceed prevailing rates charged to other parties by Supplier for similar services.
Assignment	23.1	Neither PTA nor Supplier shall assign, in whole or in part, obligations under this Contract, except with prior written consent of other party.
Sub-contracts	24.1	Supplier shall consult PTA in event of subcontracting under this contract if not already specified in Bid. Subcontracting shall not alter Supplier's obligations.
	24.2	Subcontracts must comply with provision of **GCC Clause 5**.
Delays in Supplier's Performance	25.1	Delivery of Goods and performance of Services shall be made by Supplier in accordance with time schedule prescribed by PTA in Schedule of Requirements
	25.2	If at any time during performance of Contract, Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of Goods and performance of Services, Supplier shall promptly notify PTA in writing or in electronic forms that provide record of content of communication of fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of Supplier's notice, PTA shall evaluate situation and may at its discretion extend Supplier's time for performance, with or without liquidated damages, in which case extension shall be ratified by parties by amendment of Contract.
	25.3	Except as provided under **GCC Clause 28**, a delay by Supplier in performance of its delivery obligations shall render Supplier liable to imposition of liquidated damages pursuant to **GCC Clause 26**, unless an extension of time is agreed upon pursuant to **GCC Clause 25.2** without application of liquidated damages.

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Liquidated Damages	26.1	Subject to **GCC Clause 28**, if Supplier fails to deliver any or all of Goods or to perform Services within period(s) specified in Contract, PTA shall, without prejudice to its other remedies under Contract, deduct from Contract Price, as liquidated damages, a sum equivalent to percentage specified in **SCC** of delivered price of delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of performance security (or guarantee) specified in **SCC**. Once said maximum is reached, PTA may consider termination of Contract pursuant to **GCC Clause 26.**
Termination for Default	27.1	PTA or Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to concerned party may terminate Contract if other party causes a fundamental breach of Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to following: a) Supplier fails to deliver any or all of Goods within period(s) specified in Contract, or within any extension thereof granted by PTA pursuant to **GCC Clause 24**; or b) Supplier fails to perform any other obligation(s) under Contract; c) Supplier's failure to submit performance security (or guarantee) within time stipulated in **SCC;** d) supplier has abandoned or repudiated contract. e) PTA or Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f) a payment is not paid by PTA to Supplier after 84 days from due date for payment; g) Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and Supplier fails to correct it within a reasonable period of time determined by PTA; and h) if PTA determines, based on reasonable evidence, that Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing Contract. For purpose of this clause: **"Corrupt and Fraudulent Practice"** means practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

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	27.3	In event PTA terminates Contract in whole or in part, pursuant to **GCC Clause 26.1,** PTA may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and Supplier shall be liable to PTA for any excess costs for such similar Goods or Services. However, Supplier shall continue performance of Contract to extent not terminated.
Termination for Force Majeure	28.1	Notwithstanding provisions of **GCC Clauses 25, 26**, and 27, neither Party shall have any liability or be deemed to be in breach of Contract for any delay nor is other failure in performance of its obligations under 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 reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on 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 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 power of Party invoking Force Majeure to prevent
	28.2	If a Party (hereinafter referred to as "Affected Party") is or will be prevented from performing its substantial obligation under contract by Force Majeure, it shall give a Notice to other Party giving full particulars of event and circumstance of Force Majeure in writing or in electronic forms that provide record of content of communication of such condition and cause thereof. Unless otherwise directed by PTA in writing or in electronic forms that provide record of content of communication, Supplier shall continue to perform its obligations under Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

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Termination for Insolvency	29.1	PTA may at any time terminate Contract by giving written notice to Supplier if Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to PTA.
Termination for Convenience	30.1	PTA, by written notice sent to Supplier, may terminate contract, in whole or in part, at any time for its convenience. notice of termination shall specify that termination is for PTA's convenience, Contract is terminated, and date upon which such termination becomes effective.
	30.2	Goods that are complete and ready for shipment within thirty (30) days after Supplier's receipt of notice of termination shall be accepted by PTA at Contract terms and price. For remaining Goods, PTA may elect: a) To have any portion completed and delivered at Contract terms and prices; and / or b) To cancel remainder and pay to Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by Supplier.
Disputes Resolution	31.1	In event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle dispute amicably. parties hereto shall, within twenty-eight (28) days from notice date, use their best efforts to settle 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 both parties.
	31.2	After dispute has been referred to arbitrator, within 30 days, or within such other period as may be proposed by Parties, Arbitrator shall give its decision. rendered decision shall be binding to Parties.
Procedure for Disputes Resolution	32.1	Arbitration shall be conducted in accordance with arbitration procedure published by Institution named and in place shown in **SCC.**
	32.2	Rate of Arbitrator's fee and administrative costs of arbitration shall be borne equally by Parties. rates and costs shall be in accordance with rules of Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

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Replacement of Arbitrator	33.1	Should Arbitrator resign or die, or should PTA and Supplier agree that Arbitrator is not functioning in accordance with provisions of contract, a new Arbitrator shall be appointed by mutual consent of both parties.
Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in case of infringement pursuant to GCC Clause 8, a) supplier shall not be liable to PTA, 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 Supplier to pay liquidated damages to PTA; and b) aggregate liability of Supplier to PTA, whether under Contract, in tort or otherwise, shall not exceed total Contract Price, provided that this limitation shall not apply to cost of repairing or replacing defective equipment or to any obligation of Supplier to indemnify PTA with respect to patent infringement.
Notices	35.1	Any notice given by one party to other pursuant to this Contract shall be sent to other party in writing or in electronic forms that provide record of content of communication and confirmed in writing or in electronic forms that provide record of content of communication to other party's address specified in **SCC**.
	35.2	A notice shall be effective when delivered or on notice's effective date, whichever is later.
Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
	36.2	If any tax exemptions, reductions, allowances or privileges may be available to Supplier in Pakistan PTA shall use its best efforts to enable Supplier to benefit from any such tax savings to maximum allowable extent.
	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of contracted Goods to PTA.

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SECTION VIII:
SPECIAL CONDITIONS OF CONTRACT (SCC)

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Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in GCC
	Definitions (GCC 1)	
1.	1.1	PTA is: **PAKISTAN TELECOMMUNICATION AUTHORITY** **Headquarters, Islamabad -** Ph: - **+92-51-2878157**
2.	1.1(j)	Supplier is:
3.	1.1(q)	Title of subject procurement or Project is: **Desktop and lap top computers**
	Governing Language (GCC 4)	
4.	4.1	Governing Language shall be: English
	Applicable Law (GCC 5)	
5.	5.1	Applicable Law shall be: Laws of Islamic Republic of Pakistan
	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is : Any country except **India & Israel**
	Performance Security (or guarantee) (GCC 10)	
7.	10.1	Amount of performance security (or guarantee), as a percentage of Contract Price, shall be 5% of contract value and in shape of Bank Draft / Pay order in favor of .
8.	10.4	After delivery and accence of Goods, 100 %percent of Performance Security (or guarantee) shall be withheld to cover Supplier's warranty obligations in accordance with **GCC Clause 18.2.**
	Inspections and Tests (GCC 11)	
9.	11.1	Inspection and tests prior to shipment of Goods and at final accence are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by manufacturer(s) at supplier's own expense and responsibility in terms of items specified in specifications. supplier shall submit inspection certificate issued by himself which should be attached with certificate(s) of manufacturer(s) to PTA in order to ensure that goods are manufactured in compliance with contract.

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Packing (GCC Clause 12)		
10.	12.2	Following **SCC** shall supplement **GCC Clause 12.2**: Goods shall be packed properly in accordance with standard export packing specified by PTA in Technical Specification.
Delivery and Documents (GCC Clause 13)		
11.	13.1	**For Goods supplied from abroad: (Not Applicable)**
12.	13.3	**For Goods from within Pakistan:** Upon delivery of Goods to transporter, Supplier shall notify PTA and email following documents to PTA: (i.) one original copies of Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in country of origin in duplicate. Above documents shall be received by PTA before arrival of Goods and, if not received, Supplier will be responsible for any consequent expenses.
Insurance (GCC Clause 14)		
13.	14.1	Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Related Services (GCC Clause 16)	
14.	16.1	Related services to be provided are: i. Safe transportation of goods to PTA Permises, ii. Preventive maintenance, troubleshooting, OS updates, security patch management (whenever required) during the warranty period.
	Spare Parts (GCC Clause 17)	

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15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within one (01) month of placing order and opening letter of credit.
Warranty (GCC Clause 18)		
16.	18.2	GCC Clause 17.2—In partial modification of provisions, the warranty period shall be **12 months** from date of accence of Goods . Supplier shall, in addition, comply with performance and/or consumption guarantees specified under Contract.
17.	18.4 & 18.5	period for correction of defects in warranty period is: **03 Week (15 working days) from notification of defect in written form.**
Payment (GCC Clause 19)		
18	19.1	Method and conditions of payment to be Supplier under this Contract shall be as follows: **Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:** Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: No advance payment shall be made. a. Payment shall be made after deduction of applicable taxes i.e. Income Tax, GST etc. at source as per Government Rules and penalty if any. b. Payment shall be linked with Active tax payer status of contractor.
19.	19.3	Rate to be used for paying Supplier's interest on late Payment made by PTA shall be **[N/A].**

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	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in Agreement/contract :
	Liquidated Damages (GCC Clause 26)	
21.	25.1	If, for reasons attributable to Supplier, these guarantees are not attained in whole or in part, Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to Goods or any part thereof as may be necessary in order to attain contractual guarantees specified in Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, **Or** pay liquidated damages to PTA with respect to failure to meet contractual guarantees. rate of these liquidated damages shall be **0.20** percent per day of undelivered materials/goods value up to sum equivalent to amount of ten percent of contract value.
	Procedure for Dispute Resolution (GCC Clause 32)	

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23.	32.3	**Dispute Resolution** **(a) <u>For Contracts to be entered with foreign Contractor/ Service Provider:</u>** All disputes arising in connection with present Contract shall be finally settled under Rules of Conciliation and Arbitration of International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. **(b) <u>For Contracts to be entered with nationals of Pakistan:</u>** 1. If any dispute of any kind whatsoever shall arise between PTA and Supplier in connection with or arising out of Contract, including without prejudice to generality of foregoing, any question regarding its existence, validity, termination and execution of Contract- whether during developing phase or after their completion and whether before or after termination, abandonment or breach of Contract - 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 other Party in this regard. 2. At future of negotiation dispute shall be resolved through mediation and mediator shall be appointed with mutual consent of both parties. At 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. arbitrator shall be appointed by mutual consent of both parties. Arbitration shall take place in [Islamabadand proceedings will be conducted in - [English] language. 4. cost of mediation and arbitration shall be shared by parties in equal proportion however both parties shall bear their own costs and lawyer's fees regarding their own participation in mediation and arbitration. However, Arbitrator may make an award of costs upon conclusion of arbitration making any party to dispute liable to pay costs of another party to dispute. 5. Arbitration proceedings as mentioned in above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. Notwithstanding any reference to arbitration herein, parties shall continue to perform their respective obligations under Contract unless they otherwise agree that PTA shall pay Supplier any monies due to Supplier.
	Notices (GCC Clause 35)	
26.	35.1	– PTA's address for notice purposes: **PAKISTAN TELECOMMUNICATION AUTHORITY** **Head Quarters Islamabad.** Ph: - **+92-51-2878157** –Supplier's address for notice purposes:

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SECTION IX: CONTRACT FORMS

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Form of Contract

THIS AGREEMENT made the_____day of_____20_____between *[name and address of PTA]* of Pakistan (hereinafter called "PTA") of one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "Supplier") of other part:

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have same meanings as are respectively assigned to them in Conditions of Contract referred to.
2. following documents shall be deemed to form and be read and construed as part of this Contract, In event of any ambiguity or conflict between Contract Documents listed below, order of precedence shall be order in which Contract Documents are listed below:-
   (h) This form of Contract;
   (i) Form of Bid and Price Schedule submitted by Bidder;
   (j) Schedule of Requirements;
   (k) Technical Specifications;
   (l) Special Conditions of Contract;
   (m) General Conditions of Contract;
   (n) PTA's Letter of Accence; and
3. In consideration of payments to be made by PTA to Supplier as hereinafter mentioned, Supplier hereby covenants with PTA to provide goods and related services and to remedy defects therein in conformity in all respects with provisions of Contract.
4. PTA hereby covenants to pay Supplier in consideration of provision of goods and related services and remedying of defects therein, Contract Price or such other sum as may become payable under provisions of contract at times and in manner prescribed by contract.

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

Signed, sealed, delivered by_____the_____(for PTA)
Witness to signatures of PTA:.....

Signed, sealed, delivered by_____the_____(for Supplier)

Witness to signatures of Supplier: .....

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Performance Security (or guarantee) Form

To: *[name of PTA]*

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

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

AND WHEREAS we have agreed to give Supplier a guarantee:

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

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

Signature and seal of Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date

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