BIDDING DOCUMENT

Procurement Activity	:	**Procurement of IT Equipment's, Office Stationery & Misc. Store Items**			
Invitation for Bids No.	:	**4(13)2026/27-Admin/PPDU**			
Procurement Method	:	**Open Competitive Bidding**			
Bidding Procedure	:	**Single Stage - Two Envelope [1S2E]**			
Contracting Approach	:	**Delivery Contract**			
Bids' Submission Date & Time	:	Date:	**15-11-2026**	Time:	**1100 Hours**
Bids' Opening Date & Time	:	Date:	**15-11-2026**	Time:	**1130 Hours**
Ministry's FTN	:	**9014200-4**			

Ministry of Water Resources
Government of Pakistan
وزارت آبی وسائل حکومت پاکستان

PROJECT PLANNING AND DEVELOPMENT UNIT

MINISTRY OF WATER RESOURCES

Government of Pakistan

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PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I:

Ministry of Water Resources
Government of Pakistan
وزارت آبی وسائل حکومت پاکستان

INVITATION FOR BIDS NOTICE
PROCUREMENT OF IT EQUIPMENT'S, OFFICE STATIONERY & MISC. STORE ITEMS

Activity Ref. No.	:	**4(13)2026/27-Admin/PPDU**			
Procurement Method	:	**Single Stage-Two Envelope [1S2E]**			
Date & Time for Submission of Bids	:	Date:	**15-11-2026**	Time:	1100 Hours, PST
Date & Time for Opening of Bids	:	Date:	**15-11-2026**	Time:	1130 Hours, PST

Project Planning and Development Unit (PPDU), Ministry of Water Resources, Government of Pakistan has allocated funds for procurement of various goods, planned during the financial year 2026/27 and is intending that part of the proceeds of those funds, will be used to cover eligible payments under the contracts resulting from the respective procurement activities.

The Project Planning and Development Unit now invites sealed bids from eligible Suppliers for the **Procurement of IT Equipment's, Office Stationery & Misc. Store Items** on Delivered Duty Paid Islamabad basis, as per following details:

Lot #	Sr #	Description of goods	Required Items
Lot 01	1	Laptop	05
	2	Desktop	04
	3	LED (TV)	04
	4	Photocopier	01
Lot 02	1	Office Stationery	79
	2	IT Equipment's	06
	3	Computer Stationery	02
	4	Printer Toner (Color & Black)	09
	5	Printed Items	05
	6	Miscellaneous Store Items & Others	15

The bidding shall be conducted in line with the **"Single Stage-Two Envelope"** procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders, who shall be fulfilling the eligibility criteria given in the bidding document.

All bids must be accompanied by a **Bid Security** of the value as mentioned in the bidding documents, in Pak. Rupees and in an acceptable form as given in the bidding document.

A complete set of Bidding Document, containing description & technical specifications of items, bidders' eligibility & qualification requirements, and detailed terms & conditions etc. is available at **EPADs** and can be viewed/download therefrom **free of cost**. Besides, it is also available/uploaded at website of the Ministry of Water Resources (www.mowr.gov.pk).

Bidders may submit their bids for both lots as contained in Schedule of Requirements, Partial bidding is not permitted. A contract shall be awarded to the lowest bidder if emerged as the Most Advantageous Bidder, in respect of both lots. Conditional or incomplete bid shall not be accepted. Evaluation and comparison of bids for each lot shall be carried out on complete lot (100% items & quantities) basis. The designated Procurement Committee shall be empowered to ask for samples of quoted items from the bidder(s) for verification, comparison and testing purpose.

The original **Technical & Financial Bids** should be submitted through/at EPADS, whereas, their one (01) copy, properly filled in, and enclosed in separate sealed envelopes i.e. separate **Technical Bid & Financial Bid**, duly mentioning the Name & Ref. Number of the procurement activity & **"Lots"** for which bids are being submitted, on the envelopes, must be delivered to the **Sr. Contract Management Specialist** at the Unit located at, Project Planning and Development Unit (PPDU), 2nd Floor of Federal Flood Commission (FFC) Building, 6-Ataturk Avenue, G-5/1, Near old MNA Hostel, Islamabad by or before **1100 hours PST, 15-11- 2026**. The Technical Bids shall be

opened **at 1130 hours PST** on the same date in the presence of bidders' representatives who choose to attend the opening at the aforesaid address. In case of public holiday on bids' submission & opening date, the same shall be held on the next working day.

Bids received after the due date and time, either by hand or through courier, shall not be entertained in any case. This advertisement is also available Free of Cost at PPRA & Ministry of Water Resources websites at **www.ppra.org.pk** and **https://mowr.gov.pk/**, respectively.

Sr. Contract Management Specialist
Ministry of Water Resources,
Project Planning and Development Unit,
2nd Floor of FFC Building, 6-Ataturk Avenue, G-5/1,
Near old MNA Hostel, Islamabad.
051-9244634

SECTION II: INSTRUCTIONS TO BIDDERS (ITBs)

INTRODUCTION		
1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the provision of Goods as specified in the BDS and **Section VI - Schedule of Requirements, Technical Specifications & BoQs**. The successful Bidder(s) will be expected to deliver the goods within the specified period and timeline(s) as stated in the **BDS**.
2. Sources of Funds	2.1	Source of funds is referred in Clause-1 of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. *(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA)*.
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The Invitation for Bids is open to all prospective supplier, manufacturers or authorized agents/ dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate

		national incorporating body or the statutory body, before participating in the national/ international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the 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 Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide c onsulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids, b) have controlling shareholders in common, or c) receive or have received any direct or indirect subsidy from any of them, or d) have the same legal representative for purposes of this Bid, or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency 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 the case of company or firm, insolvent, b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property, c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property, d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct,

		e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. The firm, supplier or contractor, is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	If so, required in the **BDS**, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS		
7. Contents of Bidding Documents	7.1	The goods required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: **Section I** Invitation to Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Schedule of Requirements, Technical Specifications & BoQs **Section VI** Standard Forms – Bid **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the **BDS.**
	7.3	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 23.1.** However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website

		of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9.**
	8.5	If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: *Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.*
	9.3	To give prospective Bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids**:** *Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.*

C. PREPARATION OF BIDS		
10. Languages of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the **BDS.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: a) Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15,** b) Details of the Sample(s) where applicable and requested in the BDS, c) Documentary evidence established in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process, d) Documentary evidence established in accordance with **ITB 13.3(a)** that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods, e) Documentary evidence established in accordance with **ITB 12** that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents, f) Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**, g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid, and h) Any other document required in the **BDS**.
	11.2	Where a sample(s) is required by a procuring agency, the sample shall be: a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**, b) carriage paid, c) received on, or before, the closing time and date for the submission of bids, and d) evaluated to determine compliance with all characteristics listed in the **BDS**.
	11.3	The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s): a) do(es) not conform to all characteristics prescribed in the bidding documents, and b) is/are not submitted within the specified time clearly mentioned in the **BDS**.
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods

		being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the goods and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical specifications and performance characteristics of the Goods, b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications, c) any other procurement specific documentation requirement as stated in the **BDS**
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to **ITB 12.3(c)** above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to

		those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan, b) the Bidder has the financial, technical, and supply/ production capability necessary to perform the Contract, meets the qualification criteria specified in **BDS**, c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications, d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in **ITB Clause 15** or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that:

		a) where there is only one (substantially) responsive bidder, **or** b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the goods it proposes to deliver under the contract.
	15.6	Prices indicated on the Price Schedule shall be entered separately in the following manner: a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the- shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: **A.** on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory, OR **B.** on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded, iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **BDS,** iv) the price of other (incidental or allied) services, if any, listed in the **BDS**. b) For goods offered from abroad: i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. **OR** ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**.

		OR iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **BDS**. iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **BDS**. v) the price of (incidental) services, if any, listed in the **BDS**.
	15.7	Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: **a) For Goods:** i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the **BDS** ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and **b) For Related Services** i) The price of the related services, and ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be 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 the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the **BDS,** b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the 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.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the **SCC** are reasonable and responsive to **ITB 16.1**.
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 18** in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
18. Bid Security or Bid Securing Declaration	18.1	Pursuant to **ITB 11**, unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.9.**
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by

		a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder, b) a cashier's or certified cheque, or c) another security if indicated in the **BDS.**
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in **Section VII (Standard Forms)** or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.9** are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 18.1 or 18.3** shall be rejected by the Procuring Agency as non- responsive, pursuant to **ITB 28**.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: (a) the expiry of the Bid Security, (b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents, (c) the rejection by the Procuring Agency of all Bids, (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 41,** or furnishing the performance security (or guarantee), pursuant to **ITB 42**.
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in **ITB 17.2**; **or** ii) does not accept the correction of errors pursuant to **ITB 31.2**; **or** b) in the case of a successful Bidder, if the Bidder fails:

		i) to sign the contract in accordance with **ITB 41**; or ii) to furnish performance security (or guarantee) in accordance with **ITB 42**. iii)
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the **BDS**, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bid	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with **ITB 20.1** shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the **BDS**, clearly marking each **"ORIGINAL"** and **"COPY",** as appropriate. In the event of any discrepancy between them, the original shall prevail. Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

D. SUBMISSION OF BIDS		
22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY".** The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.*
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the **BDS,** and b) bear the title of the subject procurement or Project name, as the case may be, as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 23.1.**
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope, b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such, c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **Sub- Clause 21.2**.
	22.4	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address provided in the Bidding Data, b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to **ITB 23.1,** c) In addition to the identification required in **Sub- Clause 21.2** hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause **ITB 24**.
	22.5	If all envelopes are not sealed and marked as required by **ITB 22.2, ITB 22.3** and **ITB 22.4** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
23. Deadline for Submission of Bids	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the **BDS.**

	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 23**.
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in **ITB 22.**
E. OPENING AND EVALUATION OF BIDS		
26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked **"WITHDRAWAL"** shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked **"SUBSTITUTION"** shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security,

		Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: a) the name of the Bidder, b) whether there is a modification or substitution, c) the presence of a Bid Security, if required, and d) Any other details as the Procuring Agency may consider appropriate.
	26.7	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.8	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un- read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.9	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **ITB 24.**
	26.10	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.11	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.13	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

	27.3	Notwithstanding **ITB 27.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with **ITB 31.**
	28.3	The alteration or modification in THE BID which in any way, affect the following parameters, will be considered as a change in the substance of a bid: a) evaluation & qualification criteria, b) required scope of work or specifications, c) all securities requirements, d) tax requirements, e) terms and conditions of bidding documents, f) change in the ranking of the bidder.
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in **ITB 3** and **ITB 4,** b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents, c) has been properly signed, d) is accompanied by the required securities, and e) is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: a) affects in any substantial way the scope, quality, or performance of the Services, b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders

		obligations under the Contract; or presenting substantially responsive Bids, c) if rectified, would affect unfairly the competitive position of other bidders.
	29.3	The Procuring Agency will confirm that the documents and information specified under **ITB 11, 12** and **13** have been provided in the Bid. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to:* *a) Submit the number of copies of signed bids required by the invitation,* *b) Furnish required information concerning the number of its employees,* c) *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for

		complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 22,** to confirm that all requirements specified in **Section V – Schedule of Requirements**, **Technical Specifications of** the Bidding Documents have been met without material deviation or reservation.
	30.3	If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 29,** it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected, b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected, c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, and d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 18.9.**
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base

		for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 29**.
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	The Procuring Agency's evaluation of a Bid will take into account: a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder, b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder.
	33.4	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
	33.5	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with **ITB 15.1**, take account of one or more of the following factors as specified in the **BDS**, and quantified in **ITB 33.5**: a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination, b) delivery schedule offered in the Bid, c) deviations in payment schedule from that specified in the Special Conditions of Contract, d) the cost of components, mandatory spare parts, and service, e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid, f) the projected operating and maintenance costs during the life of the equipment, g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the **DBS** and/or in the Technical Specifications.
	33.6	For factors retained in **BDS**, pursuant to **ITB 33.5** one or more of the following quantification methods will be applied, as detailed in the **BDS**:

a. ***Inland transportation from EXW/port of entry/border point, Insurance and incidentals.***

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **BDS** will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price.

b. ***Delivery schedule.***

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

Or

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

Or

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

c. ***Deviation in payment schedule.***

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

this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

Or

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

d. Cost of spare parts

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

Or

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

Or

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

e. Spare parts and after sales service facilities in Pakistan

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

f. Operating and maintenance costs

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **BDS** or in the Technical Specifications.

		g) Performance and productivity of the equipment. i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **BDS** will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **BDS** or in the Technical Specifications. **Or** ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the **BDS** or in the Technical Specifications. ***h) Specific additional criteria.*** Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **BDS** and/or the Technical Specifications.
	33.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **BDS.**
34. Domestic Preference	34.1	If the **BDS** so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	The Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	N/A
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the **BDS**. In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
	36.2	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: (a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with

		other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract, (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low, (c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned, (d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid, and (e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate, (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids, and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 13.3**.
	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 13.3**, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in

		rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
F. AWARD OF CONTRACT		
37. Criteria of Award	37.1	Subject to **ITB 36 and 38**, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a) eligible in accordance with the provisions of **ITB 3**, b) is determined to be qualified to perform the 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 the following areas: a) a minor alteration to the technical details of the statement of requirements, b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents, c) a minor amendment to the special conditions of Contract, d) finalizing payment arrangements, e) delivery arrangements, f) the methodology for provision of related services, or g) clarifying details that were not apparent or could not be finalized at the time of Bidding.
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to reject All Bids	39.1	Notwithstanding **ITB 37**, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e., PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **BDS**, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring

		Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2.**
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 43**, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to **ITB 18.7.**
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft, (b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank, (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank, or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.

	43.3	Failure of the successful Bidder to comply with the requirement of **ITB 43.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in **ITB 44.2.**
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the **SCC**.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of both the parties as per the provisions specified in the **SCC**.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices .
G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM		
47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The Committee must have one subject specialist depending on the nature of the 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 the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.

	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	48.8	The Committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The Committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
H. MECHANISM OF BLACKLISTING		
49. Mechanism of Blacklisting	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: a) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules, b) Fails to perform his contractual obligations, and c) Fails to abide by the id securing declaration.
	49.2	The show cause notice shall contain: a) precise allegation, against the bidder or contractor, b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency, and c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in

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

		public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III:
BID DATA SHEET

Bid Data Sheet (BDS)

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

A. Introduction		
1.	**1.1**	Name of Procuring Agency: **Ministry of Water Resources** The subject of procurement is **"Procurement of IT Equipment, Office Stationery & Misc. Store Items"**. Period for delivery of goods: **As specified in Section V – Delivery Schedule.** Commencement date for delivery of Goods: **from the date of signing of the contract agreement.**
2	**2.1**	Financial year for the operations of the Procuring Agency: **2026-2027** Name and identification number of the Contract: ***IFBNo.4(13)2026/27-Admin/PPDU***
3.	**3.1**	Joint venture, consortium or association shall be*:* **Joint Venture's participation is "Not Allowed".**
4.	**4.1**	Ineligible country(s): **Details are given in Schedule IV of Bidding Document.**
5.	**4.5**	Demonstration of authorization by manufacturer*:* **In case of for toners, the bidder must provide an authorization certificate from the manufacturer or an authorized partner/dealer/ distributor of the manufacturer.**
B. Bidding Documents		
7.	**7.2**	In addition to electronic submission of Original Bid through EPADS, one copy of Technical & Financial Bids, properly filled in, and enclosed in separate sealed envelopes i.e., separate Technical Bid & Financial Bid, duly mentioning the Name & Ref. Number of the procurement activity, covering both Lots for which bids are being submitted, on the envelopes.
8.	**8.1**	The address for clarification of Bidding Documents is: **Mr. Imran Najum** Sr. Contract Management Specialist Ministry of Water Resources, Project Planning and Development Unit, 2nd Floor of FFC Building, 6-Ataturk Avenue, G-5/1, Near old MNA Hostel, Islamabad

		Telephone: +92(51) 9244634 Requests for clarification should be received to the PPDU no later than seven (07) days before Bid Submission's due date.
C. Preparation of Bids		
9.	**10.1**	The Language of all correspondences and documents related to the Bid is: **English**
10.	**11.1 (b)**	Detail of sample(s) to be submitted with the Bid are: **The Procurement Committee shall invite samples against Lot 2, from the bidders whose Technical Bids shall be adjudged as Responsive" and "Eligible", before opening of Financial Bids. The technical qualification of responsive and eligible bidder(s) shall be decided on positive determination of the submitted samples.** The samples shall not be returned to any bidder and shall remain retained with the Procuring Agency for the purpose of audit, to happen at any later stage.
	11.1 (b)	Characteristics: **Unused and new items to be supplied**
	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the **Technical Bid**: (i) Valid Registration with SECP/FBR and Income & Sales Tax Departments and proof of an Active Taxpayer of both kind of taxes, (ii) Valid Registration with the Islamabad Chamber of Commerce and must have successfully maintained it during last 02 years, (iii) Product(s)/ Brand(s)' Leaflets, brochures, catalogues and/or Solution Write-up w.r.t. Solicited Technical Specifications, (iv) Audited Balance Sheet for last three (03) years including profit & loss account & auditors notes, to ascertain the financial capability OR Income Tax Returns for the last three (03) years, (v) Must possess total turnover during the last three (3) years of worth Pak. Rs. 60.0 million at least, (vi) Documentary evidence establishing that the bidder has successfully completed at-least **three (03)** contracts having nature, and complexity similar to the scope of requirements described under the Bidding Document, during last five **(05) years, each having worth of Pak. Rs. 16 million at least**. Documentary evidence includes copy of contract/purchase order, certificate from client for successful completion of contract, etc. to establish their required experience, (vii) Must have a proper Business setup i.e., shop, outlet or branch office with staff in Islamabad and landline telephone facility, (viii) Affidavit on judicial paper of at least Pak. Rs. 100/- as per

		the formats, given in the bidding document, about (a) no blacklisting/debarment of the bidder, (b) no conflict if interest, and (c) surety to comply with bid validity period despite the market inflation and foreign currency exchange rates risks. (ix) Must have been continuously in business in the relevant field for at least the last ten (10) years
11.	**12.3 (c)**	**Other procurement specific documentation requirements are:** (i) Coloured Pictures of the offered products of IT equipment.
	12.4	Not Applicable.
12.	**13.3 (b)**	The **qualification criteria** required from Bidders in **ITB 13.3 (b)** is modified as follows. Further details, are also given at **Section IV – Evaluation & Qualification Criteria**: **A. Responsiveness** of the bids shall be determined on following parameters: (i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid, (ii) Submission of **Technical Bid on prescribed Bids' Submission Form (letter of Technical Bid)**, as per the format provided in the bidding document, **printed on letterhead of the bidder**, and duly signed and stamped by the authorized representative of the bidder, (iii) Submission of **Financial (Price) Bid on prescribed Bids' Form (letter of Financial Bid)**, as per the format provided in the bidding document**, printed on letterhead of the bidder**, and duly signed and stamped by the authorized representative of the bidder, (iv) Submission of Bid Security with the Technical Bid, as mentioned at Clause 16 (ITB 18.1 & 18.2) hereunder, (v) All pages of Bid should be duly signed by the authorized representative and stamped, (vi) Conformation/Compliance with Delivery Period, (vii) Conformation/Compliance with Bid Validity Period, (viii) Conformation/Compliance with Payment Schedule specified in the Special Conditions of Contract *[deviations in payment schedule shall not be accepted]* (ix) Submission of required Bid Security as per ITB Clauses 17 & 18 and corresponding details in Bid Data Sheet, and (x) Affidavit on judicial paper of at least Pak. Rs. 100/- as per the formats, given in the bidding document, about (a) no blacklisting/debarment of the bidder, (b) no conflict of interest, and (c) surety to comply with bid validity period despite the market inflation and foreign currency exchange rates risks.

		A responsive bidder should meet all the above parameters, otherwise, the **Technical Bid** shall be declared non-responsive without any consideration to technical specifications of offered goods and prices. **B. Eligibility** of the bidder shall be determined on following factors considerate of the provisions of ITB 29 **by evaluating the Technical Bid**: (i) Submission of audited financial statements OR Income Tax Returns for the last **three (03) years** to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive, (ii) Audited Balance Sheet for last three years including profit & loss account & auditors notes OR Income Tax Returns, and having **total turnover** during the last three (3) years of worth Pak. **Rs. 60.0 million** at least, (iii) Registration with Income & Sales Tax Departments and proof of an Active Taxpayer of both kind of taxes, (iv) Valid registration with Islamabad Chamber of Commerce, and must have successfully maintained it during last 02 years, (v) Experience of successfully completion of at-least three (03) contracts having nature, and complexity similar to the scope of requirements described under the Bidding Document, during last five (05) years, each having worth of Pak. Rs. 18 million at least (to be established through documentary evidence), and (vi) Detailed Technical Specifications with coloured pictures of the offered Products of IT equipment. The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors shall not be permitted.
13.	**15.7**	The prices quoted, including the Spare Parts, shall be on **Delivered Duty Paid (DDP)** basis i.e., inclusive of all applicable transportation, insurance, and ancillary/ allied services, if any, in respect of each lot. Prices quoted for both lots shall correspond to 100 % of the items specified for both lots. Prices quoted for each item of a lot shall correspond to 100 % of the quantities specified for this item of a lot. Prices not quoted for any item mentioned in the Section IV viz. Technical Requirements/BoQs will be deemed to have been considered included in the bid for respective lot.

		If there is no mention of inclusion of charges on account of taxes, transportation, insurance, and ancillary/ allied services, as required in the Technical Requirements, the quoted price shall be considered as inclusive of all charges.
	15.8	The price shall be **fixed**.
14.	**16.1**	The currency of the Bid shall be **Pakistani Rupees.**
	16.1 (b)	**Not Applicable**
15.	**17.1**	The Bid Validity period shall be: **120 days.**
16.	**18.1**	The amount of Bid Security shall be: Amount of Bid Security for Lot # 01 is**: Pak. Rs. 400,000/-** Amount of Bid Security for Lot # 02 is**: Pak. Rs. 600,000/-** Total amount of Bid Security Lot # 1 & 2 is: **Pak. Rs. 1,000,000/-**
	18.3	The currency of the Bid Security shall be: **Pak. Rs.** The Bid Security shall be in the form of **CDR, Bank Draft or Pay Order in favour of "Sr. Contract Management Specialist (PPDU), Ministry of Water Resources, Islamabad"**. Bid security validity should be at least **148 days**. No personal cheques or any type of guarantee will be acceptable at any cost. Also, the previous bid security will not be considered or carried forward. **Bid Security, in original, must be submitted as part of the Technical Bid with its copy.** The Bid found deficient of the amount as per the ITB 18.1 in respect of bid security or bid security is absent, the same will not be considered for evaluation.
17.	**19.2 & 19.3**	Alternative Bids to the requirements of the Bidding Document **"will not"**, be permitted.
18.	**21.1**	**The Bidder must submit:** (a) **Technical Bid:** **One (1) original copy** at EPADS and **one (01) copy** as per the submission requirements mentioned in Invitation for Bids Notice and hereunder at ITB 22.3**.** Every page of the Original & copy of the Bid must be signed and stamped. (b) **Financial Bid:** one (1) original at EPADS and **one (01) copy** as per the submission requirements mentioned in Invitation for

		Bids Notice and hereunder at ITB 22.3, every page of the Original & copy of the Bid must be signed and stamped.
	21.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: A power of attorney authorizing the signatory to sign the Bid on behalf of the Bidder from competent authority must be provided along with the bid. If the signatory of the Bid is duly authorized by the memorandum and article of association or the constitution of the Bidder, certified copy of the relevant section of the said constitution should be provided. In case, the Bidder is a sole proprietorship/partnership firm, necessary affidavit should be provided. Otherwise, the Bid may be rejected.
D. Submission of Bids		
19.	**22.2 (a)**	Bids shall be submitted at the office of: **Sr. Contract Management Specialist** Ministry of Water Resources, Project Planning and Development Unit, 2nd Floor of FFC Building, 6-Ataturk Avenue, G-5/1, Near old MNA Hostel, **Islamabad.**
	22.3	**Financial & Technical Bids should be submitted at EPADS, otherwise, even if copy of Bids, submitted manually, shall not be considered.** **In addition to original bids submission at EPADS, copies of Financial & Technical Bids, in separate sealed envelopes,** mentioning the name of the bidder, the procurement activity title and Lot, as given hereunder, **both of which should be in another sealed (OUTER) envelope** having the name of the bidder, procurement activity title & Lot, be submitted manually before the bids submission due date & time. It is reiterated that the Financial Bid's Envelope must be clearly marked/typed "**DO NOT OPEN WITH THE TECHNICAL BID**." **Any document/paper not in the respective sealed envelopes for technical and financial bids shall not be considered for evaluation.**

Activity Title	Ref. No
IT Equipments, Office Stationery and Misc. Store Items	**4(13)2026/27-Admin/PPDU**

The Outer Envelope, having envelopes containing copies of Technical & Financial Bids, should have a statement **"DO NOT**

<table>
<tr><td></td><td></td><td>OPEN BEFORE” the following Time and date:
<table><tr><th colspan="2">Time</th><th>Date</th></tr><tr><td colspan="2">1130 Hours</td><td>15-11-2026</td></tr></table></td></tr>
<tr><td>20.</td><td>23.1</td><td>The deadline for submission of bids is:
<table><tr><th>Day</th><th>Date</th><th>Time</th></tr><tr><td>Sunday</td><td>15-11-2026</td><td>1100 Hours</td></tr></table></td></tr>
<tr><td colspan="3">E. Opening and Evaluation of Bids</td></tr>
<tr><td>21.</td><td>26.1</td><td>The Technical Bids’ Opening of the Procurement Activity through EPADS, shall take place at:

Committee Room,
Ministry of Water Resources,
Project Planning and Development Unit,
2nd Floor of FFC Building,
6-Ataturk Avenue, G-5/1,
Near old MNA Hostel,
Islamabad.
<table><tr><th>Day</th><th>Date</th><th>Time</th></tr><tr><td>Sunday</td><td>15-11-2026</td><td>1130 Hours</td></tr></table>
Maximum two representatives of bidder shall be allowed to attend. Use of mobile phones/camera/Recording equipment shall be strictly prohibited during Technical Bids’ opening.

<u>The Financial Bids shall remain unopened and only the bids of technically qualified Bidder(s) shall be opened publicly at given time as per ITB 26.13</u>.</td></tr>
<tr><td>22.</td><td>32.2</td><td>Not Applicable</td></tr>
<tr><td>23.</td><td>33.5 (a-h)</td><td>Not Applicable</td></tr>
<tr><td>24.</td><td>33.7</td><td>The Procuring Agency will evaluate and compare Bids on complete Lot (having rates to 100% corresponding requirements) & least cost bases by taking into account discounts if offered by Bidders.</td></tr>
<tr><td>25.</td><td>34.1</td><td>Domestic preference is “Not Applicable”.</td></tr>
<tr><td>26.</td><td>35.</td><td>Least Cost Based Selection (LCBS) on Lot-wise

After meeting the requirements of eligibility, qualification, substantial responsiveness and positive determination of the Technical Bid, the Procuring Agency shall consider the following evaluation techniques to evaluate the Financial Bid:

(a) the bid price as quoted in accordance with ITB 15,</td></tr>
</table>

		(b) prices quoted for both lots are corresponding to 100 % of the items & 100% quantities of each item, as specified for each lot, (c) price adjustment due to discounts offered in accordance with **ITB 15.10,** (d) price adjustment for correction of arithmetic errors in accordance with **ITB 31**, (e) compliance with the mandatory technical specifications/ requirements, Thereafter, the bidder having lowest evaluated cost, shall be considered highest ranked (most advantageous) bidder for complete package.
27.	**36.1**	Not Applicable.
F. Award of Contract		
28.	**40.1**	Quantities can be increased or decreased, maximum upto **30%**.
29.	**41.1**	Standstill provisions shall apply as per Public Procurement Rules. The duration of standstill period[1] will be **15** days from the date of notice of intention for award of contract. The Procuring Agency shall, at the start of the standstill period, shall public the Combined Technical & Financial Bids Evaluation Report on its own as well as Public Procurement Regulatory Authority's websites. The public shall include the following information: (i) the name of each Bidder who submitted a Bid, (ii) the bid prices as read out at bid opening, (iii) the name and evaluated prices of each Bid that was evaluated, (iv) the name of Bidders whose bids were rejected and the reasons for their rejection, and (v) the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
30.	**43.1**	The Performance Guarantee shall be **ten percent (10%) of the Contract Price, consistent with the Letter of Bid.**
31.	**43.2**	The Performance Guarantee shall be in the form of a Bank Guarantee, issued by a Scheduled Bank on the prescribed format provided in the bidding document, at Section IX, Contract Forms, denominated in Pak. Rs. The Procuring Agency may accept Demand Draft/CDR/Banker Cheque in lieu of Bank Guarantee upon submission of justifiable reasons by the successful supplier.
33.	**44.1**	Not Applicable.

33.	**44.2**	Not Applicable.
34.	**45.1**	**Project Director, Project Planning and Development Unit, Ministry of Water Resources** or his nominee, shall be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes.
35.	**46.1**	**Not Applicable.**
G. Review of Procurement Decisions		
36.	**49.1**	The address of the Procuring Agency is: **Director Admin (PPDU)** Ministry of Water Resources, 2nd Floor of FFC Building, 6-Ataturk Avenue, G-5/1, Near old MNA Hostel, **Islamabad**.
		The Address of PPRA to submit a **copy** of grievance: **Grievance Redressal Appellate Committee**, **Public Procurement Regulatory Authority**, 1st Floor, G-5/2, Islamabad, Pakistan. Tel: +92 (51) 9202254

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

SECTION V:
SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS & BoQs

Schedule of Requirements

The completion schedule expressed as days stipulates hereafter a completion date, which is the date of completion, required. The completion period shall start from the date of signing of Contract Agreement.

Lot #	Sr. #	Item	Quantity	Delivery Schedule (Duration)	Completion Date of Services (if any)
01	1	Laptop	05	10 days	30 days after delivery
	2	Desktop	04		
	3	LED (TV)	04		
	4	Photocopier	01		
02	1.	Office Stationery	82 Items		
	2.	IT Equipment	11 Items		
	3	Computer Stationery	02 Items		
	4	Printer Toners (color & black)	11 Items		
	5	Printed Items	06 Items		
	6	Miscellaneous Store items & Others	16 Items		

Whereas, the delivery location is:

Ministry of Water Resources,
Project Planning and Development Unit,
2nd Floor of FFC Building,
6-Ataturk Avenue, G-5/1,
Near old MNA Hostel,
Islamabad.

Technical Specifications, List of items and Required Quantity

Lot # 01- LAPTOP / DESKTOP/ LED (TV), PHOTOCOPIER MACHINE

Technical Specifications of LAPTOP

Operating System	Windows 11 Home
Processor	7 Cores, 150U Processor
Graphics	Integrated Graphics
Display Size	16-inch Touchscreen
Display Type	IPS, Edge-to-Edge Glass, Micro-Edge, Corning® Gorilla® Glass 3
Touch Support	10-point Multi-touch
Memory (RAM)	16 GB (Onboard)
Storage	1 TB SSD
Wireless	Wireless-AX
Bluetooth	Bluetooth®
Webcam	True Vision Camera with AI features
Audio	Dual Speakers, Integrated Microphones
Keyboard	Full-size Backlite Keyboard
Fingerprint Reader	Yes
Battery	3-cell, 59 Wh Li-ion Polymer
Battery Life	Up to 14 hours 15 minutes (mixed use), up to 19.5 hours video playback
Fast Charging	Approximately 50% in 30 minutes
Power Adapter	65W USB Type-C
Weight	Approximately 1.4 kg (3.1 lb)

Technical Specifications of DESKTOP

Latest Computer System for Official use Specs	GENERATION 11 INTEL CORE ULTRA / 11TH GEN OR AMD RYZEN PROCESSORS, NVIDIA GEFORCE RTX 50-SERIES GRAPHICS, AND DDR5 RAM.
Core Hardware Specs	Processor (CPU): Intel Core Ultra 7 or AMD Ryzen 7 (up to 24 cores and 5.70 GHz speeds). • Graphics Card (GPU): As Built in. • Memory (RAM): 32GB DDR5 high-speed memory. • Storage: 1TB PCIe Gen4 NVMe M.2 SSD for fast boot and load times
Connectivity and System Features	Operating System: Windows 11 Pro or Home. • Wireless: Wi-Fi 7 and Bluetooth 5.4 support for fast local networks. • AI Integration: Dedicated Neural Processing Units (NPUs) for local AI tasks and video/audio enhancements.
Display:	30 to 32 Inches Display LCD.

Technical Specifications of LED SMART TV

Size	1. 55-Inch LED Smart Television **(03)** 2. 60-Inch LED Smart Television **(01)**
Resolution	1. 4K UHD (3840 × 2160) 2. with, Smart Android/Google TV operating System 3. Built-In Wi-Fi And Bluetooth
RAM	Minimum 2 GB
Internal Storage	16 GB HDR Support
Audio Output	Minimum 20W
Ports	AT LEAST 3 HDMI AND 2 USB PORTS
Connectivity	Ethernet/LAN
	Screen-Casting Facility
	Voice-Enabled Smart Remote
	Wall-Mount Compatibility
Warranty	Minimum One-Year Manufacturer

Technical Specifications of PHOTOCOPIER MACHINE

Machine Type	Digital Black & White Multifunction Photocopier
Functions	Copy, Print, Scan
Print Technology	Laser / LED Electro photographic
Print & Copy Speed	Minimum 60 Pages Per Minute (A4)
Paper Size	A5, A4, A3
Print Resolution	Minimum 1200 × 1200 dpi
Copy Resolution	600 × 600 Dpi or Higher
Warm-up Time	30 Seconds or Less
First Copy Output	6 Seconds or Less
Duplex Unit	Automatic Double-Sided Copy/Print (Standard)
Document Feeder	Automatic Duplex Document Feeder (DADF)
ADF Capacity	Minimum 100 Sheets
Paper Capacity	Minimum 1,100 Sheets,
Bypass Tray	100-Sheet Multipurpose Tray
Zoom Range	25%–400%
Memory (RAM)	Minimum 8 GB
Storage	Minimum 256 GB SSD
Display	10-Inch Or Larger Color Touchscreen
Connectivity	Gigabit Ethernet, USB 2.0/3.0, Optional or Built-in Wi-Fi
Network Printing	Standard
Network Scanning	Scan to Email, USB, SMB, FTP, PDF
Supported Formats	PDF, JPEG, TIFF, XPS
Mobile Printing	AirPrint, Mopria, or Manufacturer Mobile App
Security	User Authentication, Secure Print, Encrypted SSD, Data Overwrite
Monthly Duty Cycle	Minimum 100,000 pages
Supported OS	Windows 11, Windows Server, MACOS
Power Supply	220–240V AC, 50/60 Hz
Warranty	Minimum 1 Year With Parts And Service

Lot # 02- Office Stationery and Miscellaneous Other Store Items

Sr. # 1 OFFICE STATIONERY

Sr.#	Name of Item	Required Specification	Unit (Set / Pkt / Box / Nos. Etc)	Estimated Consumption / Requirement for PPDU of 1 year
1	Pencil Lead	Gold Fish #502 or Equivalent	Pkts	10
2	White Fluid	Dux or Equivalent	Nos	20
3	Gum Stick	UHU or Equivalent	Nos	50
4	Stamp Ink	Fine Quality	Nos	10
5	Tags	Fine Quality (Local)	Nos	50
6	Ball Point Blue	Picaso or Equivalent	Box	50
7	Ball Point Black	Picaso or Equivalent	Box	50
8	Ball Point Red	Picaso or Equivalent	Box	10
9	Ball Point Green	Picaso or Equivalent	Box	10
10	Uni Ball (Blue)	Micro Eye Fine (No 157) or Equivalent	Nos	150
11	Uni Ball (Black)	Micro Eye Fine (No 157) or Equivalent	Nos	50
12	Uni Ball (Red)	Micro Eye Fine (No 157) or Equivalent	Nos	20
13	Uni Ball (Green)	Micro Eye Fine (No 157) or Equivalent	Nos	10
14	Permanent Marker (Blue)	Dollar or Equivalent	Nos	10
15	Permanent Marker (Black)	Dollar or Equivalent	Nos	10
16	Schneider Marker (Blue)	Extra 0.6 imported or Equivalent	Pkts	5
17	Schneider Marker (Black)	Extra 0.6 imported or Equivalent	Pkts	5
18	Schneider Marker (Red)	Extra 0.6 imported or Equivalent	Pkts	5
19	Binding Tap 3”	Sensa Or Equivalent	Nos	20
20	Scotch Tape 1”	Deer or Equivalent	Nos	20
21	Packing Tape 3”	Deer or Equivalent	Nos	10
22	Paper Cutter	SDI (China) or Equivalent	Nos	10
23	Paper cutter Heavy Duty	SDI (China) or Equivalent	No	2

24	Paper Clip 36 mm	Three Flower or Equivalent	Pkts	60
25	Paper Pin (No 02)	China or Equivalent (Local)	Pkts	10
26	Stapler Pin 24/6	Dollar or Equivalent	Pkts	30
27	Stapler Pin 23/24	Dollar or Equivalent	Pkts	05
28	Stapler Machine Medium	KW #5871 or Equivalent	Nos	20
29	Stapler Machine (Heavy Duty)	Max or Equivalent	Nos	02
30	Sharpener	Dux or Equivalent	Nos	50
31	Table Set	Marble or Equivalent	Nos	05
32	Punch Machine (Single)	Fine Quality or Equivalent	Nos	15
33	Double Punch Machine Medium	Rapid or Equivalent	Nos	05
34	Double Punch Machine Heavy Duty	Rapid or Equivalent	Nos	02
35	Eraser L/Size	Pelikan or Equivalent	Boxes	03
36	Scissor Medium	Fine Quality China or Equivalent	Nos	08
37	Stamp Pad Size 5m (Blue)	Colop or Equivalent	Nos	05
38	Pencil Cell AA	Toshiba or equivalent	Boxes	25
39	Pencil Cell AAA	Toshiba or equivalent	Boxes	25
40	Short Hand Book (100 Sheet)	Line Printed with Board binding	Nos	10
41	Pin Remover	Kiwi or Equivalent	Nos	20
42	Colour Flag	Paper / plastic or Equivalent	Nos	40
43	Highlighter	Mercury or Equivalent	Nos	40
44	Spiral No 08	Nokia or Equivalent	Pkts	6
45	Spiral No 12	Nokia or Equivalent	Pkts	6
46	Spiral No 16	Nokia or Equivalent	Pkts	6
47	Spiral No 18	Nokia or Equivalent	Pkts	6
48	Spiral No 22	Nokia or Equivalent	Pkts	6
49	Spiral No 24	Nokia or Equivalent	Pkts	6
50	Spiral No 30	Nokia or Equivalent	Pkts	6
51	Box File A 4	Imported Plastic	Nos	35
52	Plastic File swin Grip QW-324A	Alflah or Equivalent	Nos	25
53	L /Shape Cover Plastic	A-4 Size imported or Equivalent	Nos	24

54	Ring File (Cover plastic)	A-4 Size Imported or Equivalent	Nos	20
55	Binding sheet plastic	Abecco A-4 Size or Equivalent	Pkts	10
56	Pelikan Sticky Note Colour	Size 2x3 Good Quality	Pkts	60
57	Colour paper A-4 size (100 sheet)	Imported or Equivalent	Pkts	6
58	Steel Foot 12”	Fine Quality China	Nos	15
59	Calculator 14 digit (big font)	Citizen or Equivalent	Nos	5
60	File Seprator Set of 10	Fine Quality or Equivalent	Pkts	20
61	Envelope White Size 11x5 (80g)	Fine Quality or Equivalent	Nos	200
62	Envelope White A-4 Size (80g)	Fine Quality or Equivalent	Nos	150
63	Envelope White File Size (80g)	Fine Quality or Equivalent	Nos	150
64	Envelope White A-3 Size (80g)	Fine Quality or Equivalent	Nos	50
65	Envelope Brown Size 9x4 (80g)	Fine Quality or Equivalent	Nos	150
66	Envelope Brown Size 11x5 (80g)	Fine Quality or Equivalent	Nos	100
67	Envelope Brown A-4 Size (80g)	Fine Quality or Equivalent	Nos	150
68	Envelope Brown File Size (80g)	Fine Quality or Equivalent	Nos	150
69	Envelope Brown A-3 Size (80g)	Fine Quality or Equivalent	Nos	50
70	Cash Book	Fine Quality or Equivalent	No	4
71	Log Book No 04	Fine Quality local	Nos	20
72	Peon Book	Fine Quality or Equivalent	Nos	20
73	Stock Register	Fine Quality or Equivalent	Nos	10
74	File Register No 10	Fine Quality or Equivalent	Nos	3
75	Diary / Dispatch Register	Fine Quality or Equivalent	Nos	3
76	Drafting pad Legal size	80 gm Spiral Binding	Nos	10
77	Drafting pad A-4	80 gm Spiral Binding	Nos	12

	size			
78	Drafting pad Size 8 inch	80 gm Spiral Binding	Nos	30
79	Dak Pad(Two Fold)	Rexene Fine Quality	Nos	5

Sr. # 2 IT EQUIPMENT

Sr.#	Name of Item	Required Specification	Unit (Set / Pkt / Box / Nos. Etc)	Estimated Consumption / Requirement for PPDU of 1 year
80	USB (16 GB)	Kingston or Equivalent	Nos	5
81	USB (32 GB)	Kingston or Equivalent	Nos	3
82	USB (64 GB)	Kingston or Equivalent	Nos	5
83	HDMI Cable	4K 1080 HD	Nos	10
84	Wireless Mouse	A4 Tech or Equivalent	Nos	10
85	Wireless Keyboard	A4 Tech or Equivalent	Nos	10

Sr. # 3 COMPUTER STATIONERY

Sr.#	Name of Item	Required Specification	Unit (Set / Pkt / Box / Nos. Etc)	Estimated Consumption / Requirement for PPDU
86	Computer Paper Legal 80 gm	Double A or Equivalent	Reams	40
87	Computer Paper A-4 size 80 gm	Double A or Equivalent	Reams	250

Sr. # 4 PRINTER TONER (COLOR & BLACK)

Sr.#	Name of Item	Required Specification	Unit (Set / Pkt / Box / Nos. Etc)	Estimated Consumption / Requirement for PPDU
88	Toner for Photo State	Genuine	Nos	10
89	Toner HP-M12a (79-A)	Genuine	Nos	10

90	Toner HP MFP 135a (70a)	Genuine	Nos	40
91	Toner HP-400 (80-A)	Genuine	Nos	4
92	Toner HP-M130	Genuine	Nos	4
93	Toner HP MFP M227fdn (30a)	Genuine	Nos	10
94	Toner HP-205A Colour Set	Genuine	Nos	10
95	Toner HP-M452N Colour Set	Genuine	Nos	8
96	Plotter Tonner	Genuine	Nos	7

Sr. # 5 PRINTED ITEMS

Sr.#	Name of Item	Required Specification	Unit (Set / Pkt / Box / Nos. Etc)	Estimated Consumption / Requirement for PPDU
97	File Cover A4 Size	as per sample or Equivalent	Nos	300
98	File Cover Legal Size	as per sample or Equivalent	Nos	100
99	File Board A4 Size	as per sample or Equivalent	Nos	150
100	File Board Legal Size	as per sample or Equivalent	Nos	50
101	Official Diaries	as per sample or Equivalent	Nos	20

Sr. # 6 MISCELLANEOUS STORE ITEMS & OTHERS

Sr.#	Name of Item	Required Specification	Unit (Set / Pkt / Box / Nos. Etc)	Estimated Consumption / Requirement for PPDU
102	Tissue Paper (Perfumed)	Rose Petal or Equivalent	Boxes	300
103	Tissue Paper Deluxe	Rose Petal or Equivalent	Boxes	150
104	Tissue Roll	Rose Petal or Equivalent	Nos	150
105	Air Freshener	Darahim or Equivalent	Nos	100
106	Revive All Polish	Kiwi or Equivalent	Nos	30
107	Hand sanitizer	De'Lesh or Equivalent	Nos	5

108	Cleaner Sepray	ZAGG or Equivalent	Nos	20
109	Duster	Good Quality	Nos	150
110	Glint	Glint (500 ml)	Nos	50
111	Garbage Bag (10 kg)	Local or Equivalent	Rolls	50
112	Dustbin Large	Good Quality	Nos	6
113	Dustbin Small	Good Quality	Nos	10
114	Call Bell	Imported or Equivalent	Nos	4
115	Microfiber Cloth	Imported or Equivalent	Nos	25
116	Remote Cell	Toshiba or Equivalent	Nos	15

Note: *The bidder can visit PPDU Office during (8 am to 4 pm Monday to Friday) for the checking / inspection of samples (where required as per sample) as mention in the schedule of requirements.*

SECTION VI: STANDARD BIDDING FORMS

List of Forms

Form 1: Letter of Technical Bid

Form 2: Letter of Financial Bid

Form 3: Price Schedule

Form 4: Letter of Acceptance

Form 5: Affidavit [on Judicial Paper]

Form 1: Letter of Technical Bid

The Bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
Open Competitive Bidding (OCB) No.: _____
Invitation for Bid (IFB) No.: _____

To: [*insert complete name of the Procuring Agency*]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We acknowledge that we have read and understand the Bidding Document, Technical Requirements/Specifications & Bill of Quantities for providing IT Epuipments Or Office Stationery and Misc. Store Items on complete Lot basis.

(c) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Requirements, Technical Specifications & BoQs), the following IT Epuipments Or Office Stationery and Misc. Store Items on complete Lot Basis: [*insert a brief description of the Plotter or Office Stationery and Misc. Store Items*]

(d) Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of [*insert validity period as specified in ITB 17.1 of the BDS*] days starts from the date fixed for the bid submission deadline in accordance with ITB 22.2, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(e) We undertake, if our bid is accepted, to commence work on the IT Epuipments Or Office Stationery and Misc. Store Items and to achieve delivery & acceptance within the respective times stated in the Bidding Documents.

(f) We hereby certify that all the Products offered in this bid and to be supplied under the Contract is either owned by us or, (ii) covered by a valid license/ registration for supplying the same within the Country.

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.1.

(h) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 3.7.

If there is any conflict of interest, please state details:

(i) Parties involved in the conflict of interest: _____
(ii) Details about the conflict of interest: _____

(i) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 5, other than alternative offers in accordance with the Bidding Document.

(j) Our firm and respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any public sector entity.

(k) Our firm and respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by any law enforcing agency(ies) of the Islamic Republic of Pakistan.

If under ongoing investigation and/or sanction proceedings by the Public Procurement Regulatory Authority or public sector entity, please state details:

(i) Name of the entity: _____
(ii) Reason for the ongoing investigation / allegations: _____

(l) Our firm and respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any national and/or international public sector organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any national and/or international public sector organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

(i) Name of Institution/Entity: _____
(ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
(iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

(m) Our firm, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

(i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
(ii) Court, area of jurisdiction and/or the enforcement agency: _____
(iii) Resolution [*i.e. dismissed; settled; or convicted/duration of penalty*]: _____
(iv) Other relevant details [*please specify*]: _____

(n) Our firm, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Procuring Agency's country and/or are not prohibited to receive payments for particular goods or services by the Procuring Agency's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

(o) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.[2]

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

(p) We understand that it is our obligation to notify the Procuring Agency of any changes in connection with the matters described in paragraphs (h), (j), (k), (l), (m), (n) and (o) of this Letter of Technical Bid.

(q) [We are not a government-owned enterprise] / [We are a government-owned enterprise and have been authorized to do business].

(r) We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid-Securing Declaration in accordance with ITB 3.8.

(s) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.

(t) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.

(u) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Procuring Agency of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with Public Procurement Rules 2002 (as amended from time to time).

Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the Bid for and on behalf of _____
Date _____

[SEAL]

[2] If none has been paid or is to be paid, indicate "None".

Form 2: Letter of Financial (Price) Bid

The Bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
Open Competitive Bidding (OCB) No.:_____
Invitation for Bid (IFB) No.: _____

To: [*insert complete name of the Procuring Agency*]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We acknowledge that we have read and understand the Bidding Document, Technical Requirements/Specifications & Bill of Quantities for providing IT Epuipments Or Office Stationery and Misc. Store Items on complete Lot Basis.

(c) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Requirements, Technical Specifications & BoQs), the following IT Epuipments Or Office Stationery and Misc. Store Items on complete Lot Basis: [*insert a brief description of the Plotter Or Office Stationery and Misc. Store Items*]

(d) The total price of our Bid, excluding any discounts offered in item (d), and including all the charges & fees such as taxes, transportation, supply, deployment, warranties, after sales services, etc., is:

Pak. Rs. ---------- (amount in figures)
(amount if words)

[*The total bid price from the price schedules should be entered by the bidder hereinabove. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.]*

(e) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: [*specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies*]

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [*specify in detail the method that shall be used to apply the discounts*]

(f) Our Bid shall be valid for a period of [*insert validity period as specified in ITB 17.1 of the BDS.*] days starts from the date fixed for the bid submission deadline in accordance with ITB 22.2, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document.

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(j) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.

(k) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.

(l) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.

(m) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Procuring Agency of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with Public Procurement Rules 2002 (as amended from time to time).

Name _____
In the capacity of _____
Signed _____
Duly authorized to sign the Bid for and on behalf of _____
Date _____

[SEAL]

Form 3: Price Schedule in Pak. Rupees

Name of Bidder _____.

IFB Number _____. Page _ of ___.

Lot # 01- LAPTOP / DESKTOP/ LED (TV), PHOTOCOPIER MACHINE

No.	Description of offered items	Required Quantity	Offered Brand/ Model	Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
01	Laptop	05					
02	Desktop	04					
03	Led (Tv),	04					
04	Photocopier Machine	01					
Total							

Lot # 02- STATIONERY AND OTHER MISC. STORE ITEMS

Sr.# 1 OFFICE STATIONERY

Sr.#	Name of Item	Required Quantity	Offered Brand/ Model	Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
1	Pencil Lead	10 Pkts					
2	White Fluid	20 Nos					
3	Gum Stick	50 Nos					
4	Stamp Ink	10 Nos					
5	Tags	50 Nos					
6	Ball Point Blue	50 Box					

7	Ball Point Black	50 Box					
8	Ball Point Red	10 Box					
9	Ball Point Green	10 Box					
10	Uni Ball (Blue)	150 Nos					
11	Uni Ball (Black)	50 Nos					
12	Uni Ball (Red)	20 Nos					
13	Uni Ball (Green)	10 Nos					
14	Permanent Marker (Blue)	10 Nos					
15	Permanent Marker (Black)	10 Nos					
16	Schneider Marker (Blue)	5 Pkts					
17	Schneider Marker (Black)	5 Pkts					
18	Schneider Marker (Red)	5 Pkts					
19	Binding Tap 3”	20 Nos					
20	Scotch Tape 1”	20 Nos					
21	Packing Tape 3”	10 Nos					
22	Paper Cutter	10 Nos					
23	Paper cutter Heavy Duty	2 Nos					
24	Paper Clip 36 mm	60 Pkts					
25	Paper Pin (No 02)	10 Pkts					
26	Stapler Pin 24/6	30 Pkts					
27	Stapler Pin 23/24	05 Pkts					

28	Stapler Machine Medium	20 Nos					
29	Stapler Machine (Heavy Duty)	02 Nos					
30	Sharpener	50 Nos					
31	Table Set	05 Nos					
32	Punch Machine (Single)	15 Nos					
33	Double Punch Machine Medium	05 Nos					
34	Double Punch Machine Heavy Duty	02 Nos					
35	Eraser L/Size	03 Boxes					
36	Scissor Medium	08 Nos					
37	Stamp Pad Size 5m (Blue)	05 Nos					
38	Pencil Cell AA	25 Boxes					
39	Pencil Cell AAA	25 Boxes					
40	Short Hand Book (100 Sheet)	10 Nos					
41	Pin Remover	20 Nos					
42	Colour Flag	40 Nos					
43	Highlighter	40 Nos					
44	Spiral No 08	6 Pkts					
45	Spiral No 12	6 Pkts					
46	Spiral No 16	6 Pkts					
47	Spiral No 18	6 Pkts					
48	Spiral No 22	6 Pkts					
49	Spiral No 24	6 Pkts					
50	Spiral No 30	6 Pkts					
51	Box File A 4	35 Nos					
52	Plastic File swin Grip	25 Nos					

	QW-324A						
53	L /Shape Cover Plastic	24 Nos					
54	Ring File (Cover plastic)	20 Nos					
55	Binding sheet plastic	10 Pkts					
56	Pelikan Sticky Note Colour	60 Pkts					
57	Colour paper A-4 size (100 sheet)	6 Pkts					
58	Steel Foot 12”	15 Nos					
59	Calculator 14 digit (big font)	5 Nos					
60	File Seprator Set of 10	20 Pkts					
61	Envelope White Size 11x5 (80g)	200 Nos					
62	Envelope White A-4 Size (80g)	150 Nos					
63	Envelope White File Size (80g)	150 Nos					
64	Envelope White A-3 Size (80g)	50 Nos					
65	Envelope Brown Size 9x4 (80g)	150 Nos					
66	Envelope Brown Size 11x5 (80g)	100 Nos					
67	Envelope Brown A-4 Size (80g)	150 Nos					
68	Envelope Brown File Size (80g)	150 Nos					

69	Envelope Brown A-3 Size (80g)	50 Nos					
70	Cash Book	4 Nos					
71	Log Book No 04	20 Nos					
72	Peon Book	20 Nos					
73	Stock Register	10 Nos					
74	File Register No 10	3 Nos					
75	Diary / Dispatch Register	3 Nos					
76	Drafting pad Legal size	10 Nos					
77	Drafting pad A-4 size	12 Nos					
78	Drafting pad Size 8 inch	30 Nos					
79	Dak Pad(Two Fold)	5 Nos					

Sr. # 2 IT EQUIPMENT

Sr.#	Name of Item	Required Quantity	Offered Brand/ Model	Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
01	USB (16 GB)	5 Nos					
02	USB (32 GB)	3 Nos					
03	USB (64 GB)	5 Nos					
04	HDMI Cable	10 Nos					
05	Wireless Mouse	10 Nos					
06	Wireless Keyboard	10 Nos					

Sr. # 3 COMPUTER STATIONERY

Sr.#	Name of Item	Required Quantity	Offered Brand/ Model	Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
01	Computer Paper Legal 80 gm	40 Reams					
02	Computer Paper A-4 size 80 gm	250 Reams					

Sr. # 4 PRINTER TONER (COLOR & BLACK)

Sr.#	Name of Item	Required Quantity	Offered Brand/ Model	Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
01	Toner for Photo State	10 Nos					
02	Toner HP-M12a (79-A)	10 Nos					
03	Toner HP MFP 135a (70a)	40 Nos					
04	Toner HP-400 (80-A)	4 Nos					
05	Toner HP-M130	4 Nos					
06	Toner HP MFP M227fdn (30a)	10 Nos					
07	Toner HP-205A Colour Set	10 Nos					
08	Toner HP-M452N Colour Set	8 Nos					
09	Plotter Tonner	7 Nos					

Sr. # 5 PRINTED ITEMS

Sr.#	Name of Item	Required Quantity	Offered Brand/ Model	Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
01	File Cover A4 Size	300 Nos					
02	File Cover Legal Size	100 Nos					
03	File Board A4 Size	150 Nos					
04	File Board Legal Size	50 Nos					
05	Official Diaries	20 Nos					

Sr. # 6 MISCELLANEOUS STORE ITEMS & OTHERS

Sr.#	Name of Item	Required Quantity	Offered Brand/ Model	Country of Origin	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
01	Tissue Paper (Perfumed)	300 Boxes					
02	Tissue Paper Deluxe	150 Boxes					
03	Tissue Roll	150 Nos					
04	Air Freshener	100 Nos					
05	Revive All Polish	30 Nos					
06	Hand sanitizer	5 Nos					
07	Cleaner Sepray	20 Nos					
08	Duster	150 Nos					
09	Glint	50 Nos					
10	Garbage Bag (10 kg)	50 Rolls					

11	Dustbin Large	6 Nos					
12	Dustbin Small	10 Nos					
13	Call Bell	4 Nos					
14	Microfiber Cloth	25 Nos					
15	Remote Cell	15 Nos					

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

[SEAL]

Form 4: Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Supplier]*

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

We hereby confirm ***Project Director, Project Planning and Development Unit, Ministry of Water Resources or his nominee***, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1.**

You are hereby informed that after you have read and returned the attached draft Contract, the parties to the contract shall sign the vetted contract within ten (10) working days.

You are hereby required to furnish the Performance Guarantee in the form and the amount stipulated in the Special Conditions of the Contract within a period of ten (10) working days after the receipt of Letter of Acceptance.

Authorized Signature:
Name and Title of Signatory:
Name of Agency:
Attachment: Contract
Copy: Appointing Authority and Supplier

Form 5: Affidavit

[This must be printed on judicial/stamp paper having worth of at least Pak. Rs. 100/-. The judicial/stamp paper must be a registered paper with the respective vendor, having necessary entries on it and must also be Notarized. This Affidavit must be signed by the authorized representative of the bidder whose respective authorization is already confirmed as part of the Bid]

Affidavit of: [name of authorized representative of the bidder], having CNIC # [enter number], as [mention the designation of authorized representative] *on behalf of* **[name of the bidder]**, [complete official address]

I, the above-named deponent, do hereby solemnly state on oath that I am an authorized representative of [name of the bidder] and, hereby on behalf of [name of the bidder] declare, agree, understand, warrant and undertake that:

1. **[name of the bidder]** intends to submit a Bid for certain goods and related services, viz., [brief description of goods and services] in complete understanding of the bidding document for the said procurement, issued by the Ministry of Water Resources,

2. **[name of the bidder**] has not been blacklisted or debarred by any federal or provincial or regional Public Procurement Regulatory Authority and/or government ministry/department/public sector organization, international financial institutions/donors [such as World Bank, Asian Development Bank etc.],

3. **[name of the bidder**] is not engaged in any legal proceedings with and/or against any federal or provincial or regional Public Procurement Regulatory Authority and/or government ministry/department/public sector organization including Ministry of Water Resources, international financial institutions/donors [such as World Bank, Asian Development Bank etc.]

4. **[name of the bidder**] has no direct and/or indirect conflict of interest with any person, employee, staff and any member of the Procurement Evaluation Committee(s) of Project Planning and Development Unit, Ministry of Water Resources and/or the procurement activity for which **[name of the bidder**] is submitting bid,

5. **[name of the bidder**] is submitting his bid conscious of market inflation and foreign currency exchange rates risks and shall comply with the offered rates during bid validity period, and if awarded a contract shall honour the offered rates without indulging into any argument and/or asking for price adjustment, thus bearing all the related risks,

6. **[name of the bidder**] irrevocably and unconditionally undertake and warrant that in case **[name of the bidder**] defaults in honouring his offered/committed rates before or after, signing of contract agreement and/or supply order, the PPDU shall be at liberty to forfeit the earnest money and/or performance security and/or take any punitive action including blacklisting for desired period, and **[name of the bidder**] shall not challenge that decision in any court of law,

7. **[name of the bidder**] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

DEPONENT

Verification:

Verified on oath at Islamabad on this **--** day of the month of **----------** of **2025** that the contents of the foregoing Affidavit are true and correct to the best of my knowledge and belief and that nothing thereof has been concealed from Ministry of Water Resources.

DEPONENT

PART-B

CONDITIONS OF CONTRACT

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

SECTION VII:

1. Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them: a) **"Authority" means** Public Procurement Regulatory Authority. b) The **"Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder. c) The **"Contract"** means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. d) The "**Commencement Date"** is the date when the Supplier shall commence execution of the contract as specified in the **SCC.** e) "**Completion**" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. f) **"Country of Origin"** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the **SCC**. g) The **"Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. h) **"Defective Goods"** are those goods which are below standards, requirements or specifications stated by the Contract. i) **"Delivery"** means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract. j) **"Effective Contract date"** is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the condition's precedent stipulated in **GCC Clause 3.** k) **"Procuring Agency"** means the person named as Procuring Agency in the **SCC** and the legal successors in title to this person, procuring the Goods and related service, as named in **SCC.** l) **"Related Services"** means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

		m) **"Related Services"** means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. n) "**Intended Delivery Date"** is the date on which it is intended that the Supplier shall affect delivery as specified in the **SCC.** o) **"SCC"** means the Special Conditions of Contract. p) "**Supplier**" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the **SCC.** q) **"Project Name**" means the name of the project stated in **SCC**. r) **"Day"** means calendar day. s) **"Eligible Country"** means the countries and territories eligible for participation in accordance with the policies of the Federal Government. t) **"End User"** means the organization(s) where the goods will be used, as named in the **SCC**. u) **"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components. v) "**Force** Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, **"Force Majeure"** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party

		invoking Force Majeure to prevent), confiscation or any other action by Government agencies. w) **Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency. x) The **Supplier's Bid** is the completed Bid document submitted by the Supplier to the Procuring Agency.
2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Supplier's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the SCC, b) Furnishing of Advance Payment Unconditional Guarantee.
	3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect.

	3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by it, but subject to such conditions as it shall impose in respect of such waiver) it shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in **SCC**. Subject to **GCC Clause 3.1**, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC.**
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in **GCC Clause 7.1** except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in **GCC Clause 7.1** shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so, required by the Procuring Agency.
	8.4	The Supplier shall permit the Government of Pakistan or

		/ and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so, required by the Government of Pakistan or / and the appropriate donor agencies.
9. Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the **SCC**.
	10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	The Performance Security (or Guarantee) shall be in one of the following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency, or b) A cashier's or certified check.
	10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in **SCC**.
11. Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra

		cost to the Procuring Agency. **SCC** and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
	11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods' shipment from the country of origin.
	11.5	Nothing in **GCC Clause 11** shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling 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, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by the Procuring Agency.
13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in **SCC**.

	13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
	13.3	Documents to be submitted by the Supplier are specified in **SCC**.
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC.**
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**: a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the

		supplied Goods, b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods, c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods, d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract, and e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. Spare Parts	17.1	As specified in **SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract, and b) In the event of termination of production of the spare parts, c) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements, and d) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18. Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from

		any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
	18.2	This warranty shall remain valid for a period specified in the **SCC** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in **SCC**.
	18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the Supplier shall, within the period specified in **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19. Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in **SCC**.
	19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to **GCC Clause 13**, and upon fulfillment of other obligations stipulated in the Contract.
	19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as

		specified in the **SCC.**
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in **SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
	19.5	All payments shall be made in the currency or currencies specified in the **SCC** pursuant to **GCC Clause 19.4.**
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in **SCC** or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21. Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to **GCC** Clause **22,** make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency, b) The method of shipment or packing, c) The place of delivery, and/or d) The Services to be provided by the Supplier.
	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22. Contract Amendments	22.1	Subject to **GCC Clause 21**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Sub-Contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
	24.2	Subcontracts must comply with the provision of **GCC Clause 5**.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under **GCC Clause 28**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 26**, unless an extension of time is agreed upon pursuant to **GCC Clause 25.2** without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to **GCC Clause 28**, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or

		performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 26.**
27. Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to **GCC Clause 24,** or b) the Supplier fails to perform any other obligation(s) under the Contract, c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the **SCC**, d) the supplier has abandoned or repudiated the contract, e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation, f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment, g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency, and h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
	27.3	For the purpose of this clause: **"Corrupt and Fraudulent Practice"** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
	27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to **GCC Clause 26.1,** the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services

		similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Termination for Force Majeure	28.1	Notwithstanding the provisions of **GCC Clauses 25, 26**, **and 27**, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, ''Force Majeure'' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) confiscation or any other action by Government agencies.
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29. Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30. Termination	30.1	The Procuring Agency, by written notice sent to the

for Convenience		Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect: a) To have any portion completed and delivered at the Contract terms and prices, and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
	31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32. Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the **SCC**.
	32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
33. Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34. Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to

		GCC Clause 8, a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency, and b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35. Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.
	35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36. Taxes and Duties	36.1	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 the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

SECTION VIII:
Special Conditions of Contract (SCC)

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

Definitions (GCC 1)		
1.	1.1(d)	The Contract shall before effective & take commencement from the date it is signed by both the partiers.
2.	1.1 (k)	The Procuring Agency is: **Project Planning and Development Unit, Ministry of Water Resources**
3.	1.1 (n)	The intended delivery date is: *[insert date as per delivery schedule]*
4.	1.1 (p)	The Supplier is: [*Name and address]*
5.	1.1(q)	The title of the subject procurement is: *[write the name of title]*
6.	1.1 (t)	The end-user is: *[insert the name of end-user department]*
Governing Language (GCC 4)		
7.	4.1	The Governing Language shall be: **English**
Applicable Law (GCC 5)		
8.	5.1	The Applicable Law shall be: **Laws of the Islamic Republic of Pakistan**
Country of Origin (GCC 6)		
9.	6.1	Country of Origin is ……..
Performance Guarantee (GCC 10)		
10.	10.1	The Supplier shall provide a Performance Security/ Guarantee @ **10%** [which should be consistent with that of Letter of Bid] of the Contract Price within ten (10) working days after the Notification of Award of Contract from a Scheduled Bank. The form of acceptable Performance Security shall be a Form included in Section IX, Contract Forms, issued by a Scheduled Bank. The Performance Guarantee must be provided on Judicial/Stamp Paper having worth of at least Pak. Rs. 100/-, issued on the name of the Supplier, by the issuing Bank. The Performance Security shall be denominated in **Pak. Rupees**. The Performance Guarantee should remain valid for the duration of five years' period as mentioned at **GCC Clause 18.2** from the date of issuance by the scheduled bank. The procuring Agency may accept Demand Draft/CDR/Banker Cheque in lieu of Bank Guarantee upon submission of justifiable reasons by the supplier.
11.	10.4	After delivery and acceptance of the Goods, the Performance Guarantee shall be withheld by the Procuring Agency for **twelve months**, to cover the Supplier's Exclusive Warranty obligations in

		accordance with **GCC Clause 18.2.**
Inspections and Tests (GCC 11)		
12.	11.1	Inspection of supplies, & allied services (if any), at final acceptance shall be in accordance with the conditions of contract & the specifications. After delivery at PPDU Islamabad the goods, & allied services (if any), shall be inspected/examined by the designated Inspection Committee of the PPDU to physically check the goods/services in accordance with the given specifications as per the Contract and/or approved samples. The Committee shall submit its Goods Receipt & Inspection Report to the Directorate of Purchase & Stores. In case of any deficiency, pointed out by the Inspection Committee and/or the PPDU, in the delivered goods and allied services (if any), the Supplier shall be bound to rectify it free of cost as per contract. During the physical inspection, the Inspection Committee and/or PPDU, may require following documents / tests prior to issuance of Goods Receipt & Inspection Report: i) A certificate of goods, being Brand New, with all the relevant details, from supplier, ii) A certificate that supplied goods are not having any physical defect/damages, iii) Certificate of Country of Origin, if any, quoted by the Supplier (from manufacturer) In addition, if Inspection Committee and or PPDU considered it appropriate, the Committee or any of its/PPDU's representative(s), may execute the physical examination of goods to be supplied, prior to shipment, at Supplier's premises, without any expense towards the Procuring Agency (PPDU), confirming conformance of goods' specifications and performance, with required parameters Moreover, if any deployment and/or polishing of furniture/fixture items, is required at the delivery location due to transportation, the end-user department's certificate to this affect, shall be mandatory confirming successful deployment/polishing of the goods, at site. The Supplier shall acquire that certification and submit it to the PPDU, with their invoice.
Packing (GCC Clause 12)		
13.	12.1	The following **SCC** shall supplement **GCC Clause 12.2**: a) The Goods shall be packed properly in accordance with standard export packing. b) The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. c) Crates or boxes should have a list of items contained therein,

		secured to the exterior. A duplicate list should also be included inside with the contents. d) All goods should bear an identification mark of serial number or other marking by which that particular article can be identified in the event of packages being landed damaged. e) Waterproof case liners should be used protecting goods' damage from moisture. f) Special attention must be given to fragile items by pre-packing in foam, plastic cushioning or some equally efficient cushioning material. Shredded newsprint, popcorn, straw, or new or used rubber tyres should not be used. g) All marks, tags and labels shall be in the English language.
Delivery and Documents (GCC Clause 13)		
14.	13.3	Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: a) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount, b) delivery note, railway receipt, or truck receipt, c) Detailed description of material/equipment, item/accessories, no. of boxes, weight, dimension and volume of each box must be shown in the packing list along-with following details with shipping marks on each Box, crate and on container(s). **Project Planning and Development Unit,** **Ministry of Water Resources,** **Islamabad** d) One Original of the Manufacturer's or Supplier's Warranty Certificate covering all items supplied, and e) certificate of country of origin (if required) issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
Insurance (GCC Clause 14)		
15.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. However, the Procuring Agency shall not require any documentary

		evidence in this regard, provided the goods are delivered and accepted by the Procuring Agency.
Related Services (GCC Clause 16)		
16.	16.1	Related services to be provided are:
Spare Parts (GCC Clause 17)		
17.	17.1	**Not Applicable.**
Warranty (GCC Clause 18)		
18.	18.2	GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be **Twelve (12) Months or manufacturer's standard warranty**, **whichever is more**, from date of acceptance of the Goods or manufacturer's standard warranty, whichever occurs later. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with **GCC Clause 11**, **OR** (b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent (0.2%) per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent (10%) of the contract value. Liquidated Damages shall be recovered from the performance security.
19.	18.4 & 5	The period for correction of defects in the warranty period is: **Three (03) working days**.
Payment (GCC Clause 19)		
20.	19.1	The method and conditions of payment to the Supplier under this Contract shall be as follows: **Payment for Goods supplied:** Payment shall be made in **Pak. Rupees** according to the following manner: **On Acceptance: Hundred (100**) percent payment of the supplies delivered, received & accepted, shall be made within thirty (30) working days of submission of claim supported by the acceptance certificate issued by the Procuring Agency.

		A copy of General Sales Tax ('GST') Invoice showing the amount of sales tax, must be submitted along with the Invoice besides receipt of original delivery challan(s), in duplicate duly completed in all respect. In case GST is not applicable on the Goods to be procured, the Bidder shall provide the documentary evidence to the said effect. Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments. In case, the Supplier shall be requiring any tax exemption against imported goods, the Supplier shall have to submit following documents, otherwise, the request for exemption of any related tax shall not be provided: (a) Verified Copy of Invoice of the Manufacturer, (b) Original Copy of Bill of Lading, (c) Original Copy of Payment Challan of tax(es), (d) Any other delivery/import document which could exactly verify the details of the goods that have been supplied by the Supplier, (e) Exemption Certificate issued by the respective Regional Tax Commissioner, (f) Any other document which the Procuring Agency may consider appropriate to determine the exemption. Failing in provision of above referred documentation, the Procuring Agency shall deduct the tax, at source, as per the laws of the country.
21.	19.3	**Not Applicable.**
Prices (GCC 20)		
22.	20.2	**Not Applicable.**
Liquidated Damages (GCC Clause 26)		
23.	26.1	Applicable rate shall be **0.1% per day** and the maximum shall not exceed ten percent (10 %) of the contract price, *against undelivered material(s)/good(s)' value.* Liquidated Damages shall be recovered while making the payment against the invoice.
Procedure for Dispute Resolution (GCC Clause 32)		
24.	32.1	**Dispute Resolution** (i) If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier, in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during implementation phase or after their completion and whether before or after the termination, abandonment or breach of the

		Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. (ii) At future of negotiation, the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of both the parties. (iii) At the event of failure of mediation to resolve the dispute relating to this Contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with **Arbitration Act 1940**. The arbitrator shall be appointed by mutual consent of both the parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in **English language**. (iv) The cost of the mediation and arbitration shall be shared by the parties in equal proportion however both the parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. (v) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the Contract. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier. **Arbitrator's fee:** The fee shall be specified in Pak Rupees, as determined by the Procuring Agency which shall be shared equally by both the parties. **Appointing Authority for Arbitrator:** By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the **Chief Justice Islamabad High Court** (IHC) for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties. **Rules of procedure for arbitration proceedings:** Any dispute between the Procuring Agency and Supplier arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the **Islamic Republic of**

		Pakistan including **Arbitration Act 1940**, however above provision shall prevail in referring the case to the Arbitrator. **Place of Arbitration and Award:** The arbitration shall be conducted in **English language** and place of arbitration shall be at **Islamabad**. The award of the arbitrator shall be final and shall be binding on the parties.
Notices (GCC Clause 35)		
25.	35.1	— **Procuring Agency's** address for notice purposes: Project Planning and Development Unit (PPDU), Ministry of Water Resources, 2nd Floor, Federal Flood Commission Building, 6-Ataturk Avenue, G-5/1, Near old MNA Hostel, **Islamabad** —**Supplier's address** for notice purposes: **[To be inserted]**

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the_____day of_____20_____between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency" or "PPDU" which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees) of the one part and *[name of Supplier]* of *[city and country of Supplier] (*hereinafter called "the Supplier" which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees) of the other part:

(The Procuring Agency/PPDU and the Supplier, are collectively referred to as "**the Parties**" and individually as a "**Party**", as the context requires)

WHEREAS the Procuring Agency invited Bids for supply of IT Equipment's and Office Stationery & Misc. Store Items on complete Lot Basis, viz., [*brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price"). Details are as follows:

Pak. Rupees

				Total Amount [Pak. Rupees] =	

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:

   a) This form of Contract,
   b) The Form of Bid and the Price Schedule submitted by the Bidder,
   c) The Schedule of Requirements,
   d) The Technical Specifications,
   e) The General Conditions of the Contract,

f) The Special Conditions of Contract,
g) The Procuring Agency's Letter of Acceptance,
h) Performance Guarantee Form, and
i) Integrity Pact (where applicable)

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

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

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

EXECUTED BY THE PROCURING AGENCY

In the presence of witness:

Name:
CNIC:

As Senior Sr. Contract Management Specialist, and authorized representative of and for and on behalf of Project Director, Project Planning and Development Unit (PPDU)
Ministry of Water Resources

Name:
CNIC:

As ---------- for and on behalf of **----------** [end-user department],
Project Director, Project Planning and Development Unit (PPDU)
Ministry of Water Resources

EXECUTED BY SUPPLIER

In the presence of witness:

Name:
CNIC:

As ---------- and authorized representative of and for and on behalf of
[NAME OF THE SUPPLIER]

Name:
CNIC:

As ---------- for and on behalf of
[NAME OF THE SUPPLIER]

Performance Guarantee Form

[This Guarantee must be provided on Judicial/Stamp Paper having worth of at least Pak. Rs. 100/-, issued on the name of the Supplier, by the issuing Bank.]

To: [*name of Procuring Agency]*

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

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

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

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

Integrity Pact

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

Contract Number: ----------	Dated:----------
Contract Value: ----------	
Contract Title: ----------	

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

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

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

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

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

_____ _____

[Buyer] [Seller/Supplier]