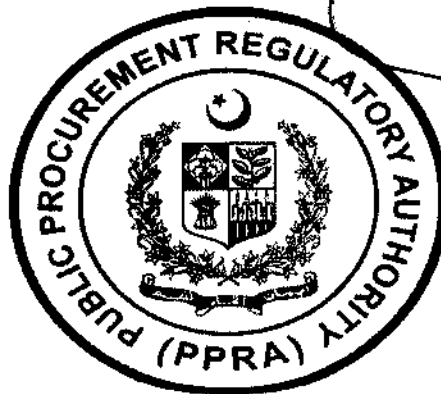


Government of Pakistan
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad
<http://www.pta.gov.pk>



Procurement of Drinking Water Bottles
(Single Stage Two Envelop Procedure)



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PART-A

BIDDING PROCEDURE & REQUIREMENTS



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SECTION I: INVITATION TO BIDS



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[Pakistan Telecommunication Authority]



Bid No. PTA/ADMIN/663/2025/2

For

Purchase of Drinking Water Bottles 18.9 liters (minimum)

Invitation to Bids

Date: 30 January, 2026

Pakistan Telecommunication Authority, invites electronic bids from original manufacturers/ authorized distributors and suppliers of drinking water bottles registered with Income Tax and Sales Tax Department for **Provision of mineral water for drinking (18.9 Liters bottles) at PTA Headquarters Building F-5/1, Islamabad.**

2. E-bidding documents as per regulations, containing detailed terms and conditions, specifications and requirements etc. are available for registered bidders on EPADS at www.eprocure.gov.pk
3. Bidding shall be conducted in line with [**Single Stage- Two Envelopes**] procedure of Public Procurement Rules 2004 [rule 36(b)] and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by Authority (from time to time), and is open to all potential bidders.
4. All bids must be accompanied by a **Bid Security of Rs. 100,000 in shape of Pay Order** in favour of Pakistan Telecommunication Authority (scanned copy to be attached on PPRA EPAD system). Whereas, original Bid Security shall be provided to Director (Procurement), PTA, Headquarters, F-5/1, Islamabad **before bid opening**.
5. Bid properly filled in must be submitted online on PPRA EPAD system, at or before **19th February 2026, at 1:00 PM**. Manual bids, shall not be accepted. Bids will be opened on same day at 1:30 PM in public and in presence of bidders' representatives who choose to attend in opening at [Room No 11, Ground Floor, PTA HQs F-5/1, Islamabad.]

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


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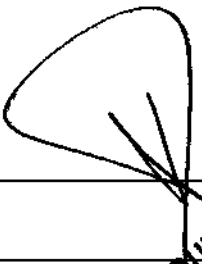
SECTION II: INSTRUCTION TO BIDDERS (ITBs)



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A. INTRODUCTION

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


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		to any provisions of incorporation or licensing by respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with appropriate national incorporating body or statutory body, before participating in national/international competitive tendering with exception of such procurements made by foreign missions of Pakistan. For such purpose bidder must have to initiate registration process before bid submission and necessary evidence shall be submitted to PTA along with their bid, however, final award will be subject to complete registration process.
	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in past, directly or indirectly with a firm or any of its affiliates which have been engaged by PTA to provide consulting services for preparation of design, specifications and other documents to be used for procurement of goods to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on Bid of another Bidder, or influence decisions of PTA regarding this

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		Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8	A Bidder may be ineligible if – a) he is declared bankrupt or, in case of company or firm, insolvent; b) payments in favor of Bidder is suspended in accordance with judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with national laws) in total or partial loss of right to administer and dispose of its property; c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with national laws, in a declaration of bankruptcy or in any other situation entailing total or partial loss of right to administer and dispose of property; d) Bidder is convicted, by a final judgment, of any offence involving professional conduct; e) Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. f) Firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for period defined by them.
	3.9	Bidders shall submit proposals relating to nature, conditions and modalities of sub-contracting wherever sub-contracting of any elements of contract amounting to more than ten (10) percent of Bid price is envisaged.
4. Eligible Goods and Related Services	4.1	All goods and related services to be supplied under contract shall have their origin in eligible source countries, and all expenditures made under contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are stated in section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means place where goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic

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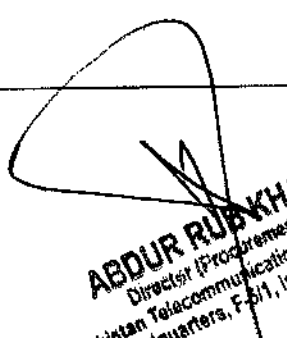
		characteristics from its imported components or place from where related services are/to be supplied.
	4.3	The nationality of supplier that supplies, assembles, distributes, or sells goods and services shall not determine origin of goods.
	4.4	To establish eligibility of Goods and related services, Bidders shall fill country of origin declarations included in Form of Bid.
	4.4	If so required in BDS, Bidder shall demonstrate that it has been duly authorized by manufacturer of goods to deliver in Pakistan (or in respective country in case of procurement by Pakistani Missions abroad), goods indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in same Bidding process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in same bidding process.
6. Cost of Bidding		Bidder shall bear all costs associated with preparation and submission of its Bid, and PTA shall in no case be responsible or liable for those costs, regardless of conduct or outcome of bidding process.

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B. BIDDING DOCUMENTS

7. Content of Bidding Documents	7.1	Goods required, bidding procedures, and terms and conditions of contract are prescribed in Bidding Documents. In addition to Invitation to Bids, Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: Section I - Invitation to Bids Section II - Instructions to Bidders (ITBs) Section III - Bid Data Sheet (BDS) Section IV - Eligible Countries Section V - Technical Specifications, Schedule of Requirements Section VI - Forms – Bid Section VII - General Conditions of Contract (GCC) Section VIII - Special Conditions of Contract (SCC) Section IX - Contract Forms
	7.2	Number of copies to be completed and returned with Bid is specified in BDS.
	7.3	PTA is not responsible for completeness of Bidding Documents and their addenda, if they were not obtained directly from PTA or signed pdf version from downloaded from website of PTA. However, PTA shall place both pdf and same editable version to facilitate bidder for filling forms.
	7.4	Bidder is expected to examine all instructions, forms, terms and specifications in Bidding Documents. Failure to furnish all information required in Bidding Documents will be at Bidder's risk and may result in rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of Bidding Documents may notify PTA in electronic form through E-PADs that provides record of content of communication at Procuring Agency's address indicated in BDS.
	8.2	PTA will within three (3) working days after receiving request for clarification, respond in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to


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		deadline for submission of Bids as prescribed in ITB 23.1 . However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of PTA's response will be forwarded to all identified Prospective Bidders through EPADs including a description of inquiry, but without identifying its source. In case of downloading of Bidding Documents from website of PA, response of all such queries will also be available on same link available at website. www.pta.gov.pk . Should PTA deem it necessary to amend Bidding Documents as a result of a clarification, it shall do so following procedure under ITB 9.
	8.4	If indicated in BDS , Bidder's designated representative is invited at Bidder's cost to attend a pre-Bid meeting at place, date and time mentioned in BDS . During this pre-Bid meeting, prospective Bidders may request clarification of schedule of requirement, Evaluation Criteria or any other aspects of Bidding Documents.
	8.5	Minutes of pre-Bid meeting, if applicable, including text of questions asked by Bidders, including those during meeting (without identifying source) and responses given, together with any responses prepared after meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to Bidding Documents that may become necessary as a result of pre-Bid meeting shall be made by PTA exclusively through use of an Addendum pursuant to ITB 9. Non-attendance at pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Documents	9.1	Before deadline for submission of Bids, PTA for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify Bidding Documents by issuing addenda.
 ABDUR RUB KHAN Director (Procurement) Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad	9.2	Any addendum issued including notice of any extension of deadline shall be part of Bidding Documents pursuant to ITB 7.1 and shall be communicated in writing or in any identified electronic form that provide record of content of communication to all bidders who have obtained Bidding Documents from PTA.
	9.3	PTA shall promptly publish Addendum at PTA's web

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

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C. PREPARATION OF BIDS

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

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

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

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

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		ex-warehouse, ex-showroom, or off-the- shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: A. on components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory; or B. on previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the- shelf. ii) all applicable taxes which will be payable on goods if contract is awarded. iii) price for inland transportation, insurance, and other local costs incidental to delivery of goods to their final destination, if specified in BDS. iv) price of other (incidental or allied) enerators, if any, listed in BDS. b) For goods offered from abroad: i) price of goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in PTA's country, as specified in BDS. In quoting price, Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, Bidder may obtain insurance services from any eligible source country. or ii) price of goods quoted FOB port of shipment (or FCA, as case may be), if specified in BDS. or iii) price of goods quoted CFR port of destination (or CPT as case may be), if specified in BDS. iv) price for inland transportation, insurance, and other local costs incidental to delivery of goods from port of entry to their final destination, if specified in BDS. v) price of (incidental) services, if any, listed in the BDS.
	15.7	Prices proposed on Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for purpose of facilitating comparison of Bids by PTA. This, shall not in any way limit PTA's right to contract on any of terms and conditions offered: -

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

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

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

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


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D. SUBMISSION OF BIDS

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

E. OPENING AND EVALUATION OF BIDS

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

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

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

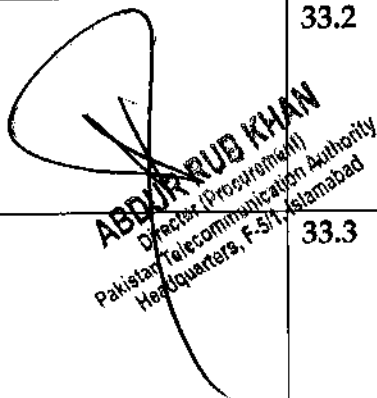
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		Documents, without material deviation or reservation. A material deviation or reservation is one that: - - affects in any substantial way scope, quality, or performance of Services; - limits in any substantial way, inconsistent with Bidding Documents,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


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	29.5	Provided that a Technical Bid is substantially responsive, PTA may request Bidder to submit necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of technical Proposal linked with ranking of bidders. Failure of Bidder to comply with request may result in rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the PTA shall rectify quantifiable nonmaterial nonconformities or omissions related to Financial Proposal. To this effect, Bid Price shall be adjusted, for comparison purposes only, to reflect price of missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by PTA and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	PTA shall examine Bid to confirm that all terms and conditions specified in GCC and SCC have been accepted by Bidder without any material deviation or reservation.
	30.2	PTA shall evaluate technical aspects of Bid submitted in accordance with ITB 22, to confirm that all requirements specified in Section V – Schedule of Requirements, Technical Specifications of Bidding Documents have been met without material deviation or reservation.
	30.3	If after examination of terms and conditions and the technical evaluation, PTA determines that Bid is not substantially responsive in accordance with ITB 29, it shall reject Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and total price that is obtained by multiplying unit price and quantity, unit price shall prevail, and total price shall be corrected, unless in opinion of PTA there is an obvious misplacement of decimal point in unit price, in which total price as quoted shall govern and unit price shall be corrected; b) if there is an error in a total corresponding to addition or subtraction of sub-totals, sub-totals shall prevail and the

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

		and
	33.4	Comparison shall be between EXW price of goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in price of goods offered from outside Pakistan. In evaluating Bidders, evaluation committee will, in addition to Bid price quoted in accordance with ITB 15.1, take account of one or more of following factors as specified in BDS, and quantified in ITB 32.5: a) Cost of inland transportation, insurance, and other costs within Pakistan incidental to delivery of goods to their final destination. b) delivery schedule offered in Bid; c) deviations in payment schedule from that specified in Special Conditions of Contract; d) cost of components, mandatory spare parts, and service; e) availability (in Pakistan) of spare parts and after-sales services for equipment offered in the Bid; f) projected operating and maintenance costs during life of equipment; g) performance and productivity of equipment offered; and/or h) other specific criteria indicated in TBS and/or i) in Technical Specifications.
 ABDUR RUB KHAN Director (Procurement) Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad	33.5	For factors retained in BDS, pursuant to ITB 33.4 one or more of following quantification methods will be applied, as detailed in BDS: (a) <i>Inland transportation from EXW/port of entry/border point, Insurance and incidentals.</i> Inland transportation, insurance, and other incidental costs for delivery of goods from EXW/port of entry/border point to Project Site named in BDS will be computed for each Bid by PA on basis of published tariffs by rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid estimated dimensions and shipping weight and approximate EXW or as per applicable INCOTERM value of each package. above cost will be added by PTA to EXW or as per applicable INCOTERM price. (b) <i>Delivery schedule.</i>

 ABDUR RUB KHAN Director (Procurement) Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad	i) PTA requires that goods under Invitation for Bids shall be delivered (shipped) at time specified in Schedule of Requirements. estimated time of arrival of goods at Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating Bid resulting in such time of arrival as base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in BDS, of EXW or as per applicable INCOTERM price for each week of delay beyond base, and this will be added to Bid price for evaluation. No credit shall be given to early delivery. Or ii) goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in BDS, will be added for evaluation to Bid price of Bids offering deliveries later than earliest delivery period specified in Schedule of Requirements. Or iii) goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in Schedule of Requirements. Bids offering deliveries earlier or later than specified deliveries will be adjusted in evaluation by adding to Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from specified delivery schedule. (c) <i>Deviation in payment schedule.</i> i) Bidders shall state their Bid price for payment schedule outlined in SCC. Bids will be evaluated on basis of this base price. Bidders are, however,
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permitted to state an alternative payment schedule and indicate reduction in Bid price they wish to offer for such alternative payment schedule. PTA may consider alternative payment schedule offered by selected Bidder

Or

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

(d) *Cost of spare parts*

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

Or

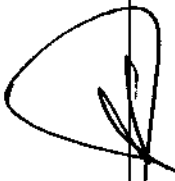
- ii) PTA will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in initial period of operation specified in BDS. total cost of these items and quantities will be computed from spare parts unit prices submitted by Bidder and added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

Or

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

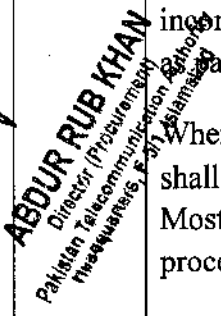
(e) *Spare parts and after sales service facilities in Pakistan*

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


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


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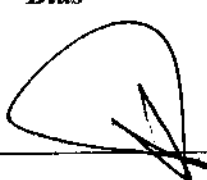
of Most Advantageous Bid		and, Bid with lowest evaluated price—from amongst those which are eligible, compliant and substantially responsive shall be Most Advantageous Bid.
		PTA may adopt Quality & Cost Based Selection Technique due to following two reasons: i. Where PTA knows about main features, usage and output of products; however not clear about complete features, technical specifications and functionalities of goods to be procured and requires bidders to submit their proposals defining those features, specifications and functionalities; or ii. Where PTA, in addition to mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining quality of goods: In such cases, PTA may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine ranking of bidders on basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	After determining Most Advantageous Bid, if neither pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining Most Advantageous Bid, PTA shall carry out post-qualification of Bidder using only requirements specified in BDS .
	36.2 	In case of International Tendering, parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification. Where Bid price is considered to be abnormally low, PTA shall perform price analysis either during determination of Most Advantageous Bid or as a part of post-qualification process. following process shall apply: (a) PTA may reject a Bid if Procuring Agency has determined that price in combination with other constituent elements of Bid is abnormally low in relation to subject matter

 ABDUR RUB KHAN Director (Procurement) Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad		of procurement (i.e. scope of procurement or ancillary services) and raises concerns as to capability and capacity of respective Bidder to perform that contract; (b) Before rejecting an abnormally low Bid PTA shall request Bidder an explanation of Bid or of those parts which it considers contribute to Bid being abnormally low; take account of evidence provided in response to a request in writing; and subsequently verify Bid or parts of Bid being abnormally low; (c) decision of PTA to reject a Bid and reasons for decision shall be recorded in procurement proceedings and promptly communicated to Bidder concerned; (d) PTA shall not incur any liability solely by rejecting abnormally Bid; and (e) An abnormally low Bid means, in light of PTA's estimate and of all Bids submitted, Bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for PTA: In order to identify Abnormally Low Bid (ALB) following approaches can be considered to minimize scope of subjectivity: (i) Comparing bid price with cost estimate; (ii) Comparing bid price with bids offered by other bidders submitting substantially responsive bids; and (iii) Comparing bid price with prices paid in similar contracts in recent past either government- or development partner-funded.
	36.3	PTA will determine to its satisfaction whether Bidder that is selected as having submitted most advantageous Bid is qualified to perform contract satisfactorily, in accordance with criteria listed in ITB 13.3.
	36.4	Determination will take into account Bidder's financial, technical, and production capabilities. It will be based upon an examination of documentary evidence of Bidder's qualifications submitted by Bidder, pursuant to ITB 13.3, as well as such other information as PTA deems necessary and appropriate. Factors not included in these Bidding

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


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F. AWARD OF CONTRACT

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

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

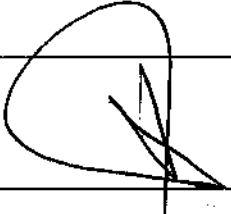
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 Headquarters, F-5/1, Islamabad

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

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G. GRIEVANCE REDRESSAL & COMPLAINT

REVIEW MECHANISM

47. <i>Constitution of Grievance Redressal</i>	47.1	PTA shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address complaint. GRC shall not have any of members of Procurement Evaluation Committee. Committee must have one subject specialist depending nature of procurement.
48. <i>GRC Procedure</i>	48.1	Any party can file its written complaint against eligibility parameters or any other terms and conditions prescribed in prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and same shall be addressed by GRC well before bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of PTA after submission of his bid may lodge a written complaint concerning his grievances not later than seven days of announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, complaint is filed against technical evaluation report, GRC shall suspend procurement proceedings.
	48.4	In case, complaint is filed after issuance of final evaluation report, complainant cannot raise any objection on technical evaluation of report: Provided that complainant may raise objection on any part of final evaluation report in case where single stage one envelop bidding procedure is adopted.
	48.5	GRC, in both cases shall investigate and decide upon complaint within ten days of its receipt.
	48.6	Any bidder or PTA not satisfied with decision of GRC may file Appeal before Appellate Committee of Authority on prescribed format after depositing Prescribed fee.
	48.7	Committee, upon receipt of Appeal against decision of GRC complete in all respect shall serve notices in writing upon all parties to Appeal.
		Committee shall call record from concerned PTA or GRC as case may be, and same shall be provided within prescribed time.
	48.9	committee may after examination of relevant record and hearing all concerned parties, shall decide complaint within fifteen (15) days of receipt of Appeal.

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	48.10	decision of Committee shall be in writing and shall be signed by Head and each Member of Committee. decision of committee shall be final.
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H. MECHANISM OF BLACKLISTING

49. Mechanism of Blacklisting	49.1	PTA shall bar for not more than time prescribed in Rule-19 of Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by id securing declaration;
	49.2	Show cause notice shall contain: (a) precise allegation, against bidder or contractor; (b) maximum period for which Procuring Agency proposes to debar bidder or contractor from participating in any public procurement of PTA; and (c) statement, if needed, about intention of PTA to make a request to Authority for debarring bidder or contractor from participating in public procurements of all procuring agencies.
		PTA shall give minimum of seven days to bidder or contractor for submission of written reply of show cause notice
	49.3	PTA shall give minimum of seven days to bidder or contractor for submission of written reply of show cause notice
	49.4	In case, bidder or contractor fails to submit written reply within requisite time, PTA may issue notice for personal hearing to bidder or contractor/ authorize representative of bidder or contractor and PTA shall decide matter on basis of available record and personal hearing, if availed.
		In case bidder or contractor submits written reply of show cause notice, PTA may decide to file matter or direct issuance of a notice to bidder or contractor for personal hearing.
	49.6	PTA shall give minimum of seven days to bidder or contractor for appearance before specified officer of PTA for personal hearing. specified officer shall decide matter on basis of available record and personal hearing of bidder or contractor, if availed

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


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SECTION III: BID DATA SHEET

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Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in Instruction to Bidders
A. Introduction		
1.	1.1	Name: Pakistan Telecommunication Authority (PTA) subject of procurement is: Purchase of Drinking Water Bottles (18.9 Ltr minimum) for employees at PTA Headquarters, F-5/1, Islamabad Period for delivery of goods: Date of issuance of Supply Order Commencement date for delivery of Goods: Within 24 hours of issue of Supply order
2	2.1 & 2.2	Financial year for operations of Procuring Agency: [2025-26] Name of Project : Purchase of Drinking Water Bottles Name of financing institution: NA
4.	3.1	Maximum number of members in joint venture, consortium or association shall be: NIL
5.	4.1	Ineligible country(s) is or are : India and Israel
6.	4.6	Demonstration of authorization by manufacturer: [Not required]

A. Bidding Documents

7.	7.2	Number of documents to be completed and returned is one original submitted on EPADS.
8.	8.1	address for clarification of Bidding Documents is Abdur Rub Khan, Director (Procurement), PTA Headquarters, F-5/1, Islamabad
	8.5	Pre-bid meeting: Not Required


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B. Preparation of Bids

9.	10.1	Language of all correspondences and documents related to Bid is: English
10.	11.1(b)	Detail of sample(s) to be submitted with Bid are: [NA]
11.	11.2 (b)	Characteristics [NA]
12.	11.1 (h)	In addition to documents stated in ITB 11, the following documents must be included with Bid [As
13.	12.3 (c)	Other procurement specific documentation requirements are: [As per Technical Criteria].
14.	12.4	Spare parts required [NA]
15.	13.3 (b)	Mandatory and technical qualification criteria required from Bidders in ITB 13.3(b) is modified and provided at 'Schedule of Requirements' Section V. Bidder is required to include with its Bid, documentation from manufacturer of goods, that it has been duly authorized to deliver, in Pakistan, goods indicated in its Bid.
16.	15.6 15.7 (a) (iii), (iv) (optional)	For goods manufactured from within Pakistan the price quoted shall be _____ [Specify EXW and wh ther prices for inland transportation and price of incidental services must be quoted in addition

		EXW.]
17.	15.7 (a) (i) & 15.6 (b) (i), (ii), (iii) (optional) (iv), (v) (optional)	For goods offered from abroad price quoted shall be: including all costs in PKR.

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	15.9	Price shall be fixed.
18.	16.1 (a)	a) For goods and related services originating in Pakistan currency of Bid shall be <i>Pakistani Rupees</i> ; b) For goods and related services originating outside Pakistan, Bidder shall express its Bid in any convertible currency.
19.	16.2	For purposes of comparison of bids quoted in different currencies, price shall be converted into a single currency specified in bidding documents. rate of exchange shall be selling rate, prevailing on date of opening of bids specified in bidding documents, as notified by State Bank of Pakistan on that day.
20.	17.1	Bid Validity period shall be 120 days.
21.	18.1	The currency of the Bid Security shall be: PKR 100,000. 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 .
22.	18.3	Bid Securing Declaration is not applicable
23.	18.3 (c)	Other forms of security are: NA
24.	19.1	Alternative Bids to requirements of Bidding Documents <i>will not be permitted</i>
235	21.1	number of copies of Bid to be completed and returned shall be <i>one</i> .
26.	21.2	Written confirmation of authorization are: <i>[NA]</i>

C. Submission of Bids

27.	22.2 (a)	Bid shall be submitted: Street address: <i>[F-5/1, Building/Plot No. PTA Headquarters Building, Room No.11, Ground Floor, Islamabad]</i>
28.	22.2 (b)	Title of subject Procurement or Project name: <i>[Purchase of Drinking Water Bottles (Minimum 18.9 Liters)]</i> Bid No: PTA/ADMIN/663/2025/2 Time and date for submission: [Date: 19th February, 2026 Time 1:00 PM]
29.	23.1	deadline for Bid submission is Day: [Thursday], Date: [19th February, 2026], Time: [1:00 PM]

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Headquarters, F-5/1, Islamabad

E. Opening and Evaluation of Bids

30.	26.1	Bid opening shall take place at: F-5/1, PTA , HQS Ground Floor, Room No. 11, Islamabad, Pakistan. Day: <i>[Thursday]</i> Date: <i>[19th February, 2026]</i>, Time: 1:30 PM
31.	32.2	currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[insert currency]</i> source of exchange rate shall be: <i>[NBP Selling Rate of 1 day before day of opening of financial bid]</i> date of exchange rate shall be: <i>[1 day before bid opening date]</i>
32.	35	Evaluation Techniques Quality and Cost Based Selection (QCBS) In such combination, there shall be some 40% weightage of technical features (such as prescribed in ITB 35.2) and 60% weightage to financial aspects of proposal. Financial marks shall be awarded on basis of inverse proportion calculations. Highest ranked bid shall be declared, on basis of combined evaluation. Evaluation criteria of financial proposal is as under: Total Financial Score = 60 Financial score shall be calculated through following formula; $\text{Financial Score} = 60 \times \frac{\text{Amount quoted by lowest bidder}}{\text{Amount quoted by bidder whose financial score is to be calculated}}$ Bidder obtaining highest marks combining both Technical and Financial evaluation, found substantially responsive to terms and conditions as set out in these bidding documents, will be declared as most advantageous bid and will be awarded contract subsequently.
		If two or more bidders obtain equal marks in aggregate, then contract will be awarded to only bidder with obtaining high marks in technical evaluation.

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33.	33.4 (h)	Other specific criteria are: PTA can send sample water to any relevant laboratory for testing at any stage of contract execution no matter how frequently tests can be performed during contract period. If contractor failed to deliver chemically as well as microbiologically "safe" water or it is found that sample water has been found less safe as compare to sample taken at time of selection of bidder, contract will be terminated and performance security will be forfeited together with initiation of blacklisting. However, contractor will be informed in writing that sample having specific batch number has been taken as sample for testing purpose.
34.	33.5 (a)	Inland transportation from warehouse/showroom to [PTA HQ, F-5, Islamabad], and insurance and incidentals shall be borne by bidders.
35.	33.5 (b) Option (i) Option (ii) Option (iii)	Delivery schedule. As per terms and conditions adjustment expressed as a percentage [NA] or adjustment expressed in an amount in currency of Bid evaluation, or adjustment expressed as a percentage. [NA]
36.	33.5 (c) (ii)	Deviation in payment schedule [is not applicable]. Annual interest rate [NA]
38.	33.5(e)	Spare parts and after sales service facilities in Pakistan. [NA]
9.	33.5 (f)	Operating and maintenance costs. Factors for calculation of whole life cost: i) number of years for whole life cycle [NA]; ii) operating costs [NA]; iii) maintenance costs [NA]; and iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. or Reference to methodology specified in Technical Specifications or elsewhere in Bidding Documents.
40.	33.5 (g)	Performance and productivity of equipment. [NA]
41.	33.5 (h)	Specific additional criteria to be used in evaluation and their evaluation method or reference to Technical Specifications. [As per Schedule of Requirements Section V]
42.	33.6	In case of award to a single bidder or multiple lots; the

		methodology of evaluation to determine lowest evaluated Lot combinations, including any discounts offered in Form of Bid is [NA]
43.	34.1	a) Domestic preference to apply. or Domestic preference not applicable. Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of Federal Government and/or in accordance with regulations issued by Authority.
F. Award of Contract		
44.	40.1	Percentage for quantity increase or decrease is [15%].
45.	43.1	Performance Security (or guarantee) shall be 5% of approximate contract value for three years. The contract value shall be calculated as follows; Total Price of 23,000 approximate bottles for three years of contract period x Average quoted rate for three years per bottle including tax quoted by bidder) . Bidder shall be required to deposit Performance security within 7 working days of issuance of work order/signing agreement.
46.	43.2	Performance Security (or guarantee) shall be in form of bank draft/ pay order or bank guarantee.
47.	44.1	Advance Payment
48.	44.2	Maximum amount of Advance payment [NA]
49.	45.1	Arbitrator shall be appointed by mutual consent of both parties.

G. Review of Procurement Decisions

50.	49.1	address of Procuring Agency (Pakistan Telecommunication Authority, Headquarters, F-5/1 Islamabad. Tel: +92-51-2878157)
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		Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254
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Section IV. Eligible Countries

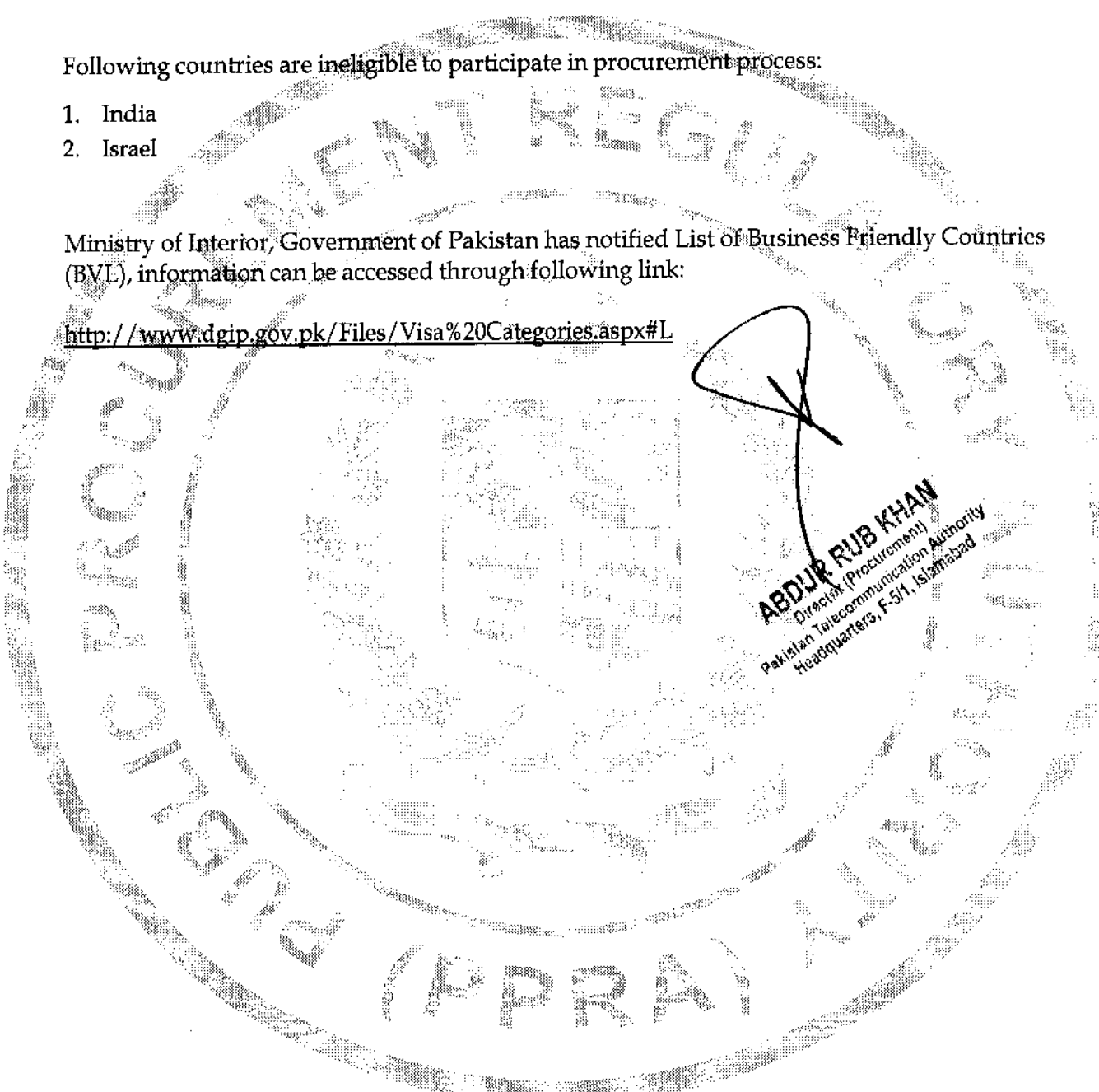
All bidders are allowed to participate in subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of Federal Government.

Following countries are ineligible to participate in procurement process:

1. India
2. Israel

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

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



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


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Pakistan Telecommunication Authority
Headquarters, F-5/1, Islamabad

Schedule of Requirements

Specifications as per items mentioned below:

Technical Proposal

forms for technical proposal (**Letter of Bid-Technical Proposal**) must be filled by bidder. Further following information are required for completeness of Technical Proposal. (**General Information, Mandatory Information Part A**)

General Information

1. Name of Firm/Bidder/Supplier/Distributor: _____
2. Address: _____
3. Contact Person: _____
4. Landline Telephone No: _____
5. Fax No: _____

Mandatory Requirements for Technical Proposal (PART-A):

Note: bidders are requested to fill relevant checklist attached in end of document to assure completeness and help finding documents.

following mandatory requirement must be fulfilled by bidder and quoted brand of bottled water (wherever applicable). If any mandatory requirement is not fulfilled, bid will be rejected.

- i. Bidder must be authorized dealer/ distributor/ partner etc. of quoted brand (authorization letter from Principal must be attached) or Principal itself
- ii. bidder must have its Office and warehouse with respect to quoted brand at Rawalpindi/Islamabad.
- iii. Registration with SECP /Registrar of Firms.
- iv. Undertaking on non-Judicial (Original) Stamp paper bearing company/firm is not blacklisted by any government department. Bidders who have been blacklisted/ debarred permanently or temporarily by any procuring agency, as listed on PPRA's website, are not eligible to apply.
- v. License from Pakistan Standard & Quality Control Authority (PSQCA).
- vi. quoted brand is categorized as "Safe" chemically as well as microbiologically by PCRWR in its quarterly reports on "Bottled Water Quality" available on its website.

- vii. Bidder must have Halal Certificate w.r.t water brand offered.
- viii. water testing laboratory of company/ factory must have valid accreditation from Pakistan National Accreditation Council (PNAC).
- ix. While evaluation of Technical Proposals, sample bottled water of quoted brands shall be purchased by PTA from open market (preferably from a renowned super market) for lab testing (chemically & microbiologically). bidder will be declared as qualified only if tested sample is declared "Safe" by relevant laboratory.
- x. Bid Documents along with draft agreement must be signed, stamped and attached with Technical Proposal.
- xi. Bid Security must be attached with **Technical Proposal in EPADS. Further, original instrument must reach to Procuring Agency before closing time of bid.**
- xii. Bidder must provide any verifiable source document as proof that bidder is on active taxpayer list for both **GST** and **Income Tax**.
- xiii. Minimum experience of five (05) years of supply of bottled water of quoted brand to Hospitals/Banks/Government/Semi government or autonomous organizations/Multinationals corporations/ Five Star Hotels. This shall be determined from the oldest supply order/ contract agreement/certificate from clients documentary proof (supply order/ contract agreement/ certificate from clients must be attached to claim experience).

- Note:**
- a. If any mandatory requirement is not met, bid shall be rejected.
 - b. **Supporting documents**, to meet mandatory requirements, must be attached with technical bid otherwise bid shall be rejected.


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Technical Evaluation and Marks (PART-B)

Note: bidders are requested to fill relevant checklist attached in end of document to assure completeness and help finding documents.

S.No.	Description	Marks
1	Experience for provision of bottled water (18.9 liter minimum) of quoted brand to government/ autonomous/ private departments. 5 marks of each year beyond minimum experience of 5 years (supply order/ contract agreement/certificate from clients must be attached).	40
2	Any relevant ISO Certifications related to water quality, packing/packaging or related aspects.	10
3	Major Clients (Existing): Hospitals/Banks/Government/Semi government or autonomous organizations/Multinationals corporations/ Five Star Hotels (5 marks /client). bidders are required to attach recent supply orders/contract/certificate received from client after 1 st July, 2025. Explanation: i. Bidders are required to provide list of clients along with supply orders/contract/certificate from client (5 marks shall be awarded against each client within limit of 25 total marks)	25
4	Physical Visit to factory area for analysis of following parameters: i. Building condition (5 Marks) ii. Cleanliness/Pest Control System (5 Marks) iii. Source protection (e.g. borehole/spring) (5 Marks) iv. Equipment maintenance (5 Marks) v. Bottling hygiene/ Bottle washing system (5 Marks) (Maximum 5 Marks will be awarded against each of above-mentioned category on fair analysis by Technical Evaluation Committee. Bidder will allow committee to take pictures related to above parameters. Further, Bidders will have no right to challenge evaluation)	25
	Total	100

Note:

- i. Minimum threshold for qualifying in technical proposal is **75 %**.
- ii. Technical Proposal will have 40% weightage for final evaluation i.e. **40% of technical marks** obtained will be considered for final evaluation.
- iii. weightage of Financial Proposal will be **60% for Final Evaluation**.
- iv. All **supporting documents** must be attached with technical bid to claim mark.

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SECTION VI: STANDARD FORMS

STANDARD FORMS FOR (Single Stage Two Envelopes Procedure)

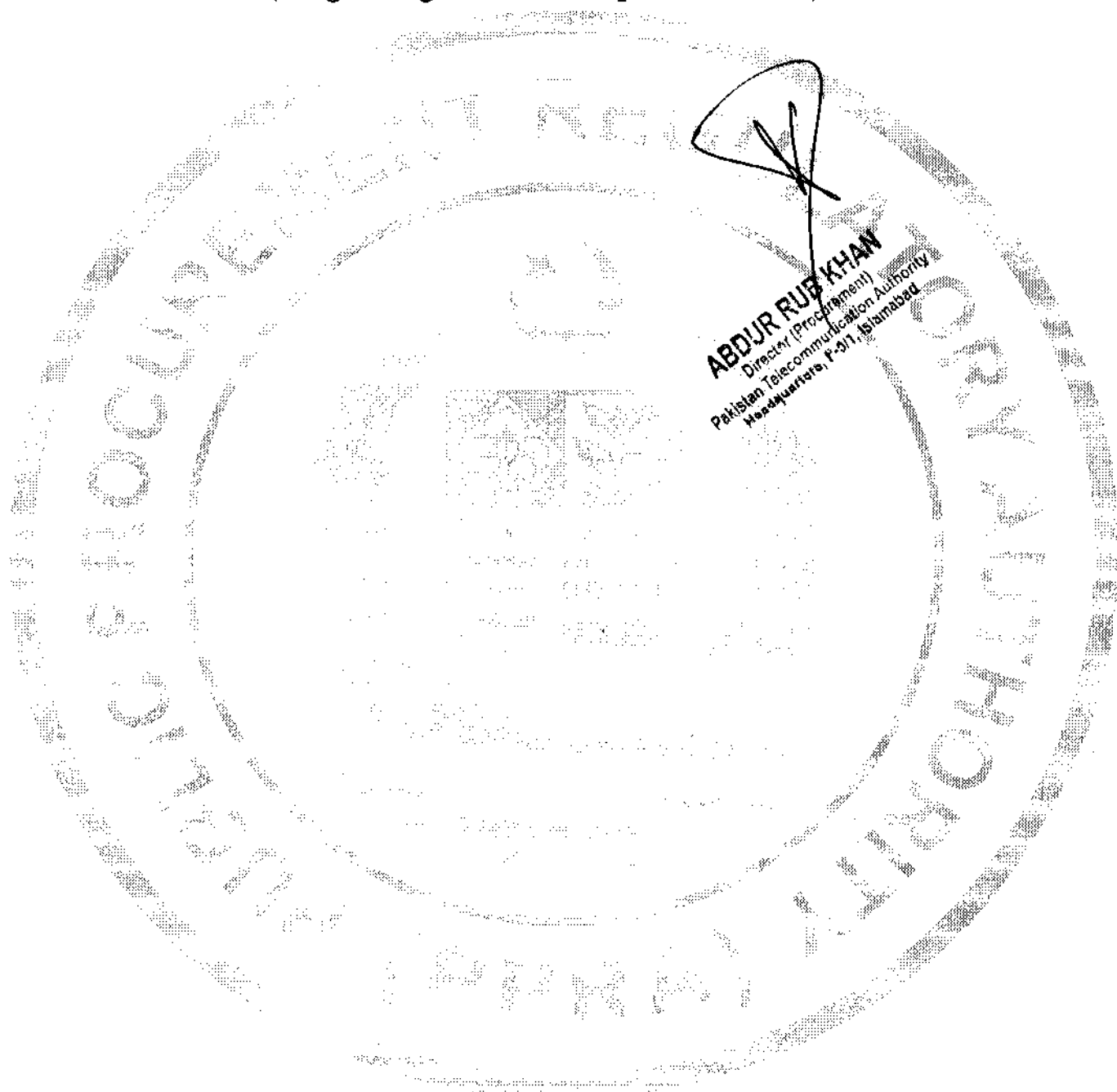
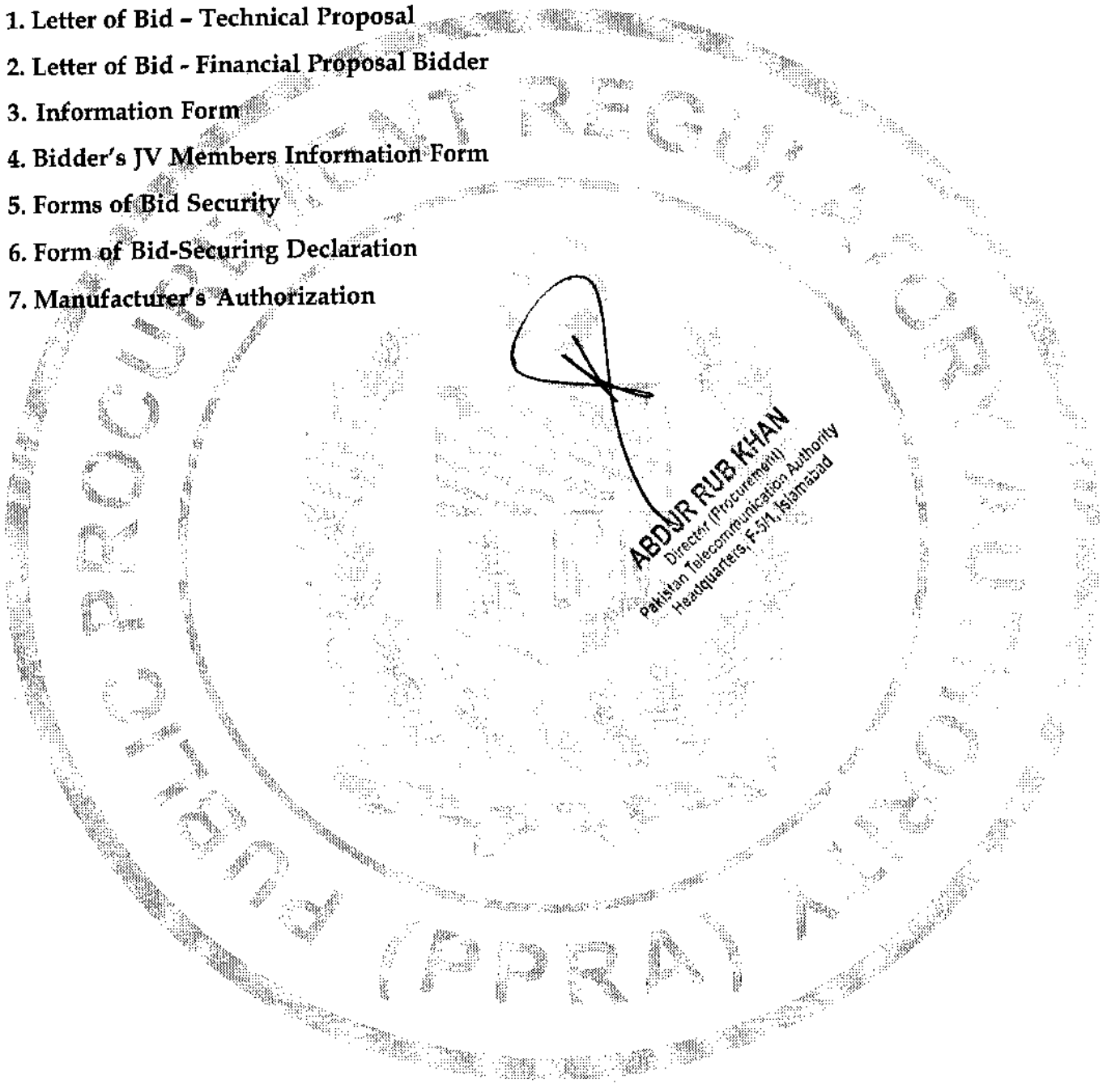


Table of Forms

1. Letter of Bid - Technical Proposal
2. Letter of Bid - Financial Proposal Bidder
3. Information Form
4. Bidder's JV Members Information Form
5. Forms of Bid Security
6. Form of Bid-Securing Declaration
7. Manufacturer's Authorization



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Letter of Bid – Technical Proposal

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

Place this Letter of Bid in first envelope "TECHNICAL PROPOSAL".

Bidder must prepare Letter of Bid on stationery with its letterhead clearly showing Bidder's complete name and business address.

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

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

RFB No.: [insert number of Bidding process]

Request for Bid No.: [insert identification]

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

To: [insert complete name of Procuring Agency]

We, undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) Technical Proposal, and
- (b) Financial Proposal.

In submitting our Bid we make following declarations:

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

- specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with bidding document;
 - (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet requirements, other than Alternative Bids submitted in accordance with ITB 19;
 - (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Procuring Agency. Further, we are not ineligible under Pakistan laws;
 - (i) **State-owned enterprise or institution:** *[select appropriate option and delete other]*
[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet requirements of];
 - (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
 - (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
 - (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

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Letter of Bid- Financial Proposal

Financial Bid Form:

Bidder must prepare Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing Bidder's complete name and business address.

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

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

No.: [insert number of bidding process]

Name of Project: [insert identification]

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

Financial Bid for supply/refilling of water bottles (18.9 liters Minimum)

Description	Quoted Rate per Bottle (Rs.) for 1 st Six Month	Quoted Rate per Bottle (Rs.) for 2 nd Six Month	Quoted Rate per Bottle (Rs.) for 3 rd Six Month	Quoted Rate per Bottle (Rs.) for 4 th Six Month	Quoted Rate per Bottle (Rs.) for 5 th Six Month	Quoted Rate per Bottle (Rs.) for 6 th Six Month
Water Bottle (18.9 Liter minimum)						

Average quoted rate for overall 3 years (Average of 6 rates)= -----

Note:

- All applicable taxes will be deducted at source as per laws of Government of Pakistan.
- Rate must be inclusive of all applicable taxes (including GST).
- offered price of quoted brand shall not be more than its retail price at time of bid evaluation and during term of contract. If rate is above in retail price then payment will be made as per retail price.
- Financial bid will have 60% weightage for final evaluation
- For Financial Evaluation, average quoted rate for overall 3 years (Average of 6 rates) will be taken.

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

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

In submitting our Financial Proposal we make following additional declarations:

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

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

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

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

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

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

complete name of person duly authorized to sign Bid]

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

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

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

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

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



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Bidder Information Form

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

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

No.: [insert number of Bidding process]

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

Page _____ of _____ pages

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

Form of Bid Security

(Bank Guarantee)

[bank shall fill in this Bank Guarantee Form in accordance with instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Purchaser to insert its name and address]

No.: [Purchaser to insert reference number for Request for Bids]

Alternative No.: [Insert identification No if this is a Bid for an alternative] **Date:** [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in letterhead]

We have been informed that _____ [insert name of Bidder, which in case of a joint venture shall be name of joint venture (whether legally constituted or prospective) or names of all members thereof] (hereinafter called "Applicant") has submitted or will submit to Beneficiary its Bid (hereinafter called "Bid") for execution of _____ under Request for Bids No. _____ ("RFB").

Furthermore, we understand that, according to Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At request of Applicant, we, as Guarantor, hereby irrevocably undertake to pay Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of Beneficiary's complying demand, supported by Beneficiary's statement, whether in demand itself or a separate signed document accompanying or identifying demand, stating that either Applicant:

- (a) has withdrawn its Bid during period of Bid validity set forth in Applicant's Letter of Bid ("Bid Validity Period"), or any extension thereto provided by Applicant; or
- (b) having been notified of acceptance of its Bid by Beneficiary during Bid Validity Period or any extension thereto provided by Applicant, (i) has failed to sign contract agreement, or (ii) has failed to furnish performance security, in accordance with Instructions to Bidders ("ITB") of Beneficiary's bidding document.

This guarantee will expire: (a) if Applicant is successful Bidder, upon our receipt of copies of Contract agreement signed by Applicant and performance security issued to Beneficiary in relation to such Contract agreement; or (b) if Applicant is not successful Bidder, upon earlier of (i) our receipt of a copy of Beneficiary's notification to Applicant of results of Bidding process; or (ii) twenty-eight days after end of Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from final product.

Form of Bid Security (Bid Bond)

[Surety shall fill in this Bid Bond Form in accordance with instructions indicated.]

BOND NO. _____

BY THIS BOND [name of Bidder] as Principal (hereinafter called "Principal"), and [name, legal title, and address of surety], as Surety (hereinafter called "Surety"), are held and firmly bound unto [name of Procuring Agency] as Oblige (hereinafter called "Purchaser") in sum of [amount of Bond]¹ [amount in words], for payment of which sum, well and truly to be made, we, said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

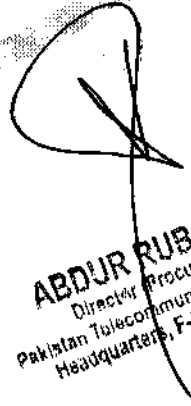
WHEREAS Principal has submitted or will submit a written Bid to Purchaser dated the _____ day of, 20____, for supply of [name of Contract] (hereinafter called "Bid").

NOW, THEREFORE, CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during period of Bid validity set forth in Principal's Letter of Bid ("Bid Validity Period"), or any extension thereto provided by Principal; or
- (b) having been notified of acceptance of its Bid by Purchaser during Bid Validity Period or any extension thereto provided by Principal; (i) failed to execute Contract agreement; or (ii) has failed to furnish Performance Security, in accordance with Instructions to Bidders ("ITB") of Purchaser's bidding document.

then Surety undertakes to immediately pay to Purchaser up to above amount upon receipt of Purchaser's first written demand, without Purchaser having to substantiate its demand, provided that in its demand Purchaser shall state that demand arises from occurrence of any of above events, specifying which event(s) has occurred.

¹ amount of Bond shall be denominated in currency of Purchaser's country or equivalent amount in a freely convertible currency.


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Surety hereby agrees that its obligation will remain in full force and effect up to and including date 28 days after date of expiration of Bid Validity Period set forth in Principal's Letter of Bid or any extension thereto provided by Principal.

IN TESTIMONY WHEREOF, Principal and Surety have caused these presents to be executed in their respective names this _____ day of _____ 20__.

Principal: _____ Surety: _____

Apply Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)


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Form of Bid-Securing Declaration

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

Date: [date (as day, month and year)]

No.: [number of Bidding process]

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

To: [complete name of Procuring Agency]

We, undersigned, declare that:

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

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

- (a) have withdrawn our Bid during period of Bid validity specified in Letter of Bid;
or
- (b) having been notified of acceptance of our Bid by Procuring Agency during period of Bid validity, (i) fail or refuse to sign Contract; or (ii) fail or refuse to furnish Performance Security (or guarantee), if required, in accordance with ITB.

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

Name of Bidder* _____

Name of person duly authorized to sign Bid on behalf of Bidder** _____

Title of person signing Bid _____

Signature of person named above _____

Date signed _____ day of _____

*: In case of Bid submitted by joint venture specify name of Joint Venture as Bidder

** : Person signing Bid shall have power of attorney given by Bidder attached to Bid

[Note: In case of a Joint Venture, Bid-Securing Declaration must be in name of all members to Joint Venture that submits Bid.]

Manufacturer's Authorization

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

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

No.: [insert number of Bidding process]

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

To: [insert complete name of Procuring Agency]

WHEREAS

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

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

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

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

Title: [insert title]

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

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**SECTION VII: GENERAL CONDITIONS OF
CONTRACT**


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GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Definitions** 1.1 following words and expressions shall have meanings hereby assigned to them:

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

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precedent stipulated in GCC Clause 3.

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


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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 Contract impossible or so impractical as to be considered impossible under circumstances.

For purposes of this Contract, "Force Majeure" means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within power of Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- w) "Specification" means Specification of Goods and performance of incidental services in accordance with relevant standards included in Contract and any modification or addition made or approved by Procuring Agency.

- x) Supplier's Bid is completed Bid document submitted by Supplier to Procuring Agency.

2. Application and interpretation

2.1

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

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2.2 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include plural and vice versa; and masculine include feminine. Words have their ordinary meaning under language of Contract unless specifically defined.

2.3 documents forming Contract shall be interpreted in following order of priority:

- (1) Form of Contract,
- (2) Special Conditions of Contract,
- (3) General Conditions of Contract,
- (4) Letter of Acceptance,
- (5) Certificate of Contract Commencement
- (6) Specifications
- (7) Contractor's Bid, and
- (8) Any other document listed in Special Conditions of Contract as forming part of Contract.

3. Conditions Precedent

3.1 Having signed Contract, it shall come into effect on date on which following conditions have been satisfied:

- a) Submission of performance Security (or guarantee) in form specified in SCC,
- b) Furnishing of Advance Payment Unconditional Guarantee.

3.2 If Condition precedent stipulated on GCC Clause 3.1 is not met by date specified in SCC this contract shall not come into effect;

3.3 If Procuring Agency is satisfied that each of conditions precedent in this contract has been satisfied (except to extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to supplier a certificate of Contract commencement, which shall confirm start date.


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

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		8.4	Supplier shall permit Government of Pakistan or / and donor agencies involved in financing project to inspect Supplier's accounts and records relating to performance of Supplier and to have them audited by auditors appointed by Government of Pakistan or / and appropriate donor agencies, if so required by Government of Pakistan or / and appropriate donor agencies.
9.	Patent and Copy Rights	9.1	Supplier shall indemnify Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of Goods or any part thereof in Pakistan.
		9.2	patent right in all drawings, documents, and other materials containing data and information furnished to Procuring Agency by Supplier herein shall remain vested in supplier, or, if they are furnished to Procuring Agency directly, or through Supplier by any third party, including suppliers of materials, patent right in such materials shall remain vested in such third party.
10.	Performance Security (or Guarantee)	10.1	Performance Security (or Guarantee) shall be provided to Procuring Agency no later than date specified in Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to Procuring Agency, and denominated in types and proportions of currencies in which Contract Price is payable as specified in SCC.
		10.2	proceeds of Performance Security (or Guarantee) shall be payable to Procuring Agency as compensation for any loss resulting from Supplier's failure to complete its obligations under Contract.
		10.3	Performance Security (or Guarantee) shall be in one of following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in form provided in Bidding Documents or another form acceptable to Procuring Agency; or
		b)	A cashier's or certified check.

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- 10.4 performance security (or guarantee) will be discharged by Procuring Agency and returned to Supplier not later than thirty (30) days following date of completion of Supplier's performance obligations under Contract, including any warranty obligations, unless otherwise specified in SCC.
- 11. Inspections and Test**
- 11.1 Procuring Agency or its representative shall have right to inspect and /or to test Goods to confirm their conformity to Contract specifications at no extra cost to Procuring Agency. SCC and Technical Specifications shall specify what inspections and tests Procuring Agency shall notify Supplier in writing or in electronic forms that provide record of content of communication, in a timely manner, of identity of any representatives retained for these purposes.
- 11.2 inspections and tests may be conducted on premises of Supplier or its subcontractor(s), at point of delivery, and/or at Goods' final destination. If conducted on premises of Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to inspectors at no charge to Procuring Agency.
- 11.3 Should any inspected or tested Goods fail to conform to Specifications, Procuring Agency may reject Goods, and Supplier shall replace rejected Goods to meet specification requirements free of cost to Procuring Agency.
- 11.4 Procuring Agency's right to inspect, test and, where necessary, reject Goods after Goods' arrival in Procuring Agency's country shall in no way be limited or eared by reason of Goods having previously been inspected, tested, and passed by Procuring Agency or its representative prior to Goods' shipment from country of origin.
- 11.5 Nothing in GCC Clause 10 shall in any way release supplier from any warranty or other obligations under this Contract.

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12. Packing	12.1 supplier shall provide such packing of Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in Contract. packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, remoteness of Goods final destination and absence of heavy handling facilities at all points in transit. 12.2 packing, marking, and documentation within and outside packages shall comply strictly with such special requirements as shall be expressly provided for in Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by Procuring Agency.
13. Delivery and Documents	13.1 Delivery of Goods shall be made by Supplier in accordance with terms specified in Schedule of Requirements. details of shipping and or other documents to be furnished by Supplier as specified in SCC. 13.2 For purposes of Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe obligations of parties shall have meanings assigned to them by current edition of INCOTERMS published by International Chamber of Commerce, Paris. 13.3 Documents to be submitted by Supplier are specified in SCC.
14. Insurance	14.1 Goods supplied under Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in manner specified in SCC.

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

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under this Contract; and

- e) Training of Procuring Agency's personnel, at Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of supplied Goods.

16.2 Prices charged by Supplier for related services, if not included in Contract Price for Goods, shall be agreed upon in advance by parties and shall not exceed prevailing rates charged to other parties by Supplier for similar services.

17. Spare Parts

17.1 As specified in SCC, Supplier may be required to provide any or all of following materials, notifications, and information pertaining to spare parts manufactured or distributed by Supplier:

- a) Such spare parts as Procuring Agency may elect to purchase from Supplier, provided that this election

shall not relieve Supplier of any warranty obligations under Contract; and

- b) In event of termination of production of spare parts:

i) advance notification to Procuring Agency of pending termination, in sufficient time to permit Procuring Agency to procure needed requirements; and

ii) following such termination, furnishing at no cost to Procuring Agency, blueprints, drawings, and specifications of spare parts, if requested.

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18. Warranty/ Defect Liability Period	18.1 Supplier warrants that Goods supplied under Contract are new, unused, of most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in Contract. Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when design and/or material is required by Procuring Agency, specifications) or from any act or omission of Supplier, that may develop under normal use of supplied Goods in conditions prevailing in Pakistan. 18.2 This warranty shall remain valid for a period specified in SCC after Goods, or any portion thereof as case may be, have been delivered to and accepted at final destination indicated in Contract, or for a period specified in SCC after date of shipment from port or place of loading in source country, +whichever period concludes earlier, unless specified otherwise in SCC. 18.3 Procuring Agency shall promptly notify Supplier in writing or in electronic forms that provide record of content of communication of any claims arising under this warranty. 18.4 Upon receipt of such notice, Supplier shall, within period specified in SCC and with all reasonable speed, repair or replace defective Goods or parts thereof, without costs to Procuring Agency other than, where applicable, cost of inland delivery of repaired or replaced Goods or parts from EXW or port or place of entry to entry to final destination. 18.5 If Supplier, having been notified, fails to remedy defect(s) within period specified in SCC, Procuring Agency may proceed to take such remedial action as may be necessary, at Supplier's risk and expense and without prejudice to any other rights which Procuring Agency may have against Supplier under Contract.
19. Payment	19.1 method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

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- 19.2 Supplier's request(s) for payment shall be made to Procuring Agency in writing or in electronic forms that provide record of content of communication, accompanied by an invoice describing, as appropriate, Goods delivered and Services performed, and by documents submitted pursuant to **GCC Clause 13**, and upon fulfillment of other obligations stipulated in Contract.
- 19.3 Payments shall be made promptly by Procuring Agency, within sixty (60) days after submission of an invoice or claim by Supplier. If Procuring Agency makes a late payment, Supplier shall be paid interest on late payment. Interest shall be calculated from date by which payment should have been made up to date when late payment is made at rate as specified in **SCC**.
- 19.4 currency or currencies in which payment is made to Supplier under this Contract shall be specified in **SCC** subject to following general principle: payment will be made in currency or currencies in which payment has been requested in Supplier's Bid.
- 19.5 All payments shall be made in currency or currencies specified in **SCC** pursuant to **GCC Clause 19.4**.
- 20. Prices**
- 20.1 contract price shall be as specified in Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to Contract.
- 20.2 Prices charged by Supplier for Goods delivered and Services performed under Contract shall not vary from prices quoted by Supplier in its Bid, with exception of any price adjustments authorized in **SCC** or in Procuring Agency's request for Bid Validity extension, as case may be.
- 21. Change Orders**
- 21.1 Procuring Agency may at any time, by a written order given to Supplier pursuant to **GCC Clause 22**, make changes within general scope of Contract in any one or more of following:
- a) Drawings, designs, or specifications, where Goods to be furnished under Contract are to be specifically manufactured for Procuring Agency;

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Headquarters, F-511, Islamabad

- a) method of shipment or packing;
b) place of delivery; and/or
c) Services to be provided by Supplier.
- 21.2 If any such change causes an increase or decrease in cost of, or time required for, Supplier's performance of any provisions under Contract an equitable adjustment shall be made in Contract Price or delivery schedule, or both, and Contract shall accordingly be amended. Any claims by Supplier for adjustment under this clause must be asserted within thirty (30) days from date of Supplier's receipt of Procuring Agency change order.
- 21.3 Prices to be charged by supplier for any related services that might be needed but which were not included in Contract shall be agreed upon in advance by Parties and shall not exceed prevailing rates charged to other parties by Supplier for similar services.
22. **Contract Amendments** 22.1 Subject to GCC Clause 20, no variation in or modification of terms of Contract shall be made except by written amendment signed by parties.
23. **Assignment** 23.1 Neither Procuring Agency nor Supplier shall assign, in whole or in part, obligations under this Contract, except with prior written consent of other party.
24. **Sub-contracts** 24.1 Supplier shall consult Procuring Agency in event of subcontracting under this contract if not already specified in Bid. Subcontracting shall not alter Supplier's obligations.
24.2 Subcontracts must comply with provision of GCC Clause 5.
25.1 Delivery of Goods and performance of Services shall be made by Supplier in accordance with time schedule prescribed by Procuring Agency in Schedule of Requirements.
25. **Delays in Supplier's Performance**

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	25.2 If at any time during performance of Contract, Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of Goods and performance of Services, Supplier shall promptly notify Procuring Agency in writing or in electronic forms that provide record of content of communication of fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of Supplier's notice, Procuring Agency shall evaluate situation and may at its discretion extend Supplier's time for performance, with or without liquidated damages, in which case extension shall be ratified by parties by amendment of Contract.
	25.3 Except as provided under GCC Clause 28, a delay by Supplier in performance of its delivery obligations shall render Supplier liable to imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without application of liquidated damages.
26. Liquidated Damages	26.1 Subject to GCC Clause 28, if Supplier fails to deliver any or all of Goods or to perform Services within period(s) specified in Contract, Procuring Agency shall, without prejudice to its other remedies under Contract, deduct from Contract Price, as liquidated damages, a sum equivalent to percentage specified in SCC of delivered price of delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of performance security (or guarantee) specified in SCC. Once said maximum is reached, Procuring Agency may consider termination of Contract pursuant to GCC Clause 26.
27. Termination for Default	27.1 Procuring Agency or Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to concerned party may terminate Contract if other party causes a fundamental breach of Contract.


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27.2 Fundamental breaches of Contract shall include, but shall not be limited to following:

- a) Supplier fails to deliver any or all of Goods within period(s) specified in Contract, or within any extension thereof granted by Procuring Agency pursuant to **GCC Clause 24**; or
- b) Supplier fails to perform any other obligation(s) under Contract;
- c) Supplier's failure to submit performance security (or guarantee) within time stipulated in SCC;
- d) supplier has abandoned or repudiated contract.
- e) Procuring Agency or Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- f) a payment is not paid by Procuring Agency to Supplier after 84 days from due date for payment;
- g) Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and Supplier fails to correct it within a reasonable period of time determined by Procuring Agency; and
- h) if Procuring Agency determines, based on reasonable evidence, that Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing Contract.

For purpose of this clause:

"Corrupt and Fraudulent Practice" means practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

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27.4 In event Procuring Agency terminates Contract in whole or in part, pursuant to GCC Clause 26.1, Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and Supplier shall be liable to Procuring Agency for any excess costs for such similar Goods or Services. However, Supplier shall continue performance of Contract to extent not terminated.

28. Termination
for Force
Majeure

28.1 Notwithstanding provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of Contract for any delay nor is other failure in performance of its obligations under Contract, if such delay or failure is a result of an event of Force Majeure.

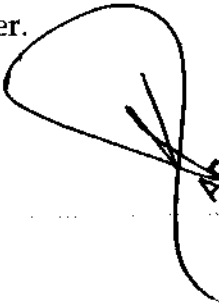
For purpose of this clause, "Force Majeure" means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within power of Party invoking Force Majeure to prevent


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28.2 If a Party (hereinafter referred to as "Affected Party") is or will be prevented from performing its substantial obligation under contract by Force Majeure, it shall give a Notice to other Party giving full particulars of event and circumstance of Force Majeure in writing or in electronic forms that provide record of content of communication of such condition and cause thereof. Unless otherwise directed by Procuring Agency in writing or in electronic forms that provide record of content of communication, Supplier shall continue to perform its obligations under Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

29. Termination for Insolvency	29.1	Procuring Agency may at any time terminate Contract by giving written notice to Supplier if Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Agency.
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30. Termination for Convenience	30.1	Procuring Agency, by written notice sent to Supplier, may terminate contract, in whole or in part, at any time for its convenience. notice of termination shall specify that termination is for Procuring Agency's convenience, Contract is terminated, and date upon which such termination becomes effective.
	30.2	Goods that are complete and ready for shipment within thirty (30) days after Supplier's receipt of notice of termination shall be accepted by Procuring Agency at Contract terms and price. For remaining Goods, Procuring Agency may elect: a) To have any portion completed and delivered at Contract terms and prices; and / or b) To cancel remainder and pay to Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by Supplier.


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31. Disputes Resolution	31.1 In event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle dispute amicably. parties hereto shall, within twenty-eight (28) days from notice date, use their best efforts to settle dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of both parties.
	31.2 After dispute has been referred to arbitrator, within 30 days, or within such other period as may be proposed by Parties, Arbitrator shall give its decision. rendered decision shall be binding to Parties.
32. Procedure for Disputes Resolution	32.1 arbitration shall be conducted in accordance with arbitration procedure published by Institution, named and in place shown in SCC.
	32.2 rate of Arbitrator's fee and administrative costs of arbitration shall be borne equally by Parties. rates and costs shall be in accordance with rules of Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
	32.3 arbitration shall be conducted in accordance with arbitration procedure published by institution named and in place shown in SCC.
33. Replacement of Arbitrator	33.1 Should Arbitrator resign or die, or should Procuring Agency and Supplier agree that Arbitrator is not functioning in accordance with provisions of contract, a new Arbitrator shall be appointed by mutual consent of both parties.
	34.1 Except in cases of criminal negligence or willful conduct, and in case of infringement pursuant to GCC Clause 8,
34. Limitation of Liability	a) supplier shall not be liable to 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 Supplier to pay liquidated damages to Procuring Agency; and b) aggregate liability of Supplier to Procuring Agency, whether under Contract, in tort


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or otherwise, shall not exceed total Contract Price, provided that this limitation shall not apply to cost of repairing or replacing defective equipment or to any obligation of Supplier to indemnify Procuring Agency with respect to patent infringement.

35. Notices

- 35.1 Any notice given by one party to other pursuant to this Contract shall be sent to other party in writing or in electronic forms that provide record of content of communication and confirmed in writing or in electronic forms that provide record of content of communication to other party's address specified in SCC.
- 35.2 A notice shall be effective when delivered or on notice's effective date, whichever is later.

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 Supplier in Pakistan Procuring Agency shall use its best efforts to enable Supplier to benefit from any such tax savings to maximum allowable extent.
- 36.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of contracted Goods to Procuring Agency.


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SECTION VIII: SPECIAL CONDITIONS OF CONTRACT (SCC)


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Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in GCC
	Definitions (GCC 1)	
1.	1.1	Procuring Agency is: Pakistan Telecommunication Authority
2.	1.1(j)	Supplier is: <i>[Name and address]</i>
3.	1.1(q)	title of subject procurement or Project is: <i>Purchase of Drinking Water Bottles (Minimum 18.9 Liter)</i>
	Governing Language (GCC 4)	
4.	4.1	Governing Language shall be: English
	Applicable Law (GCC 5)	
5.	5.1	Applicable Law shall be: Laws of Pakistan
	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is Pakistan
	Performance Security (or guarantee) (GCC 10)	


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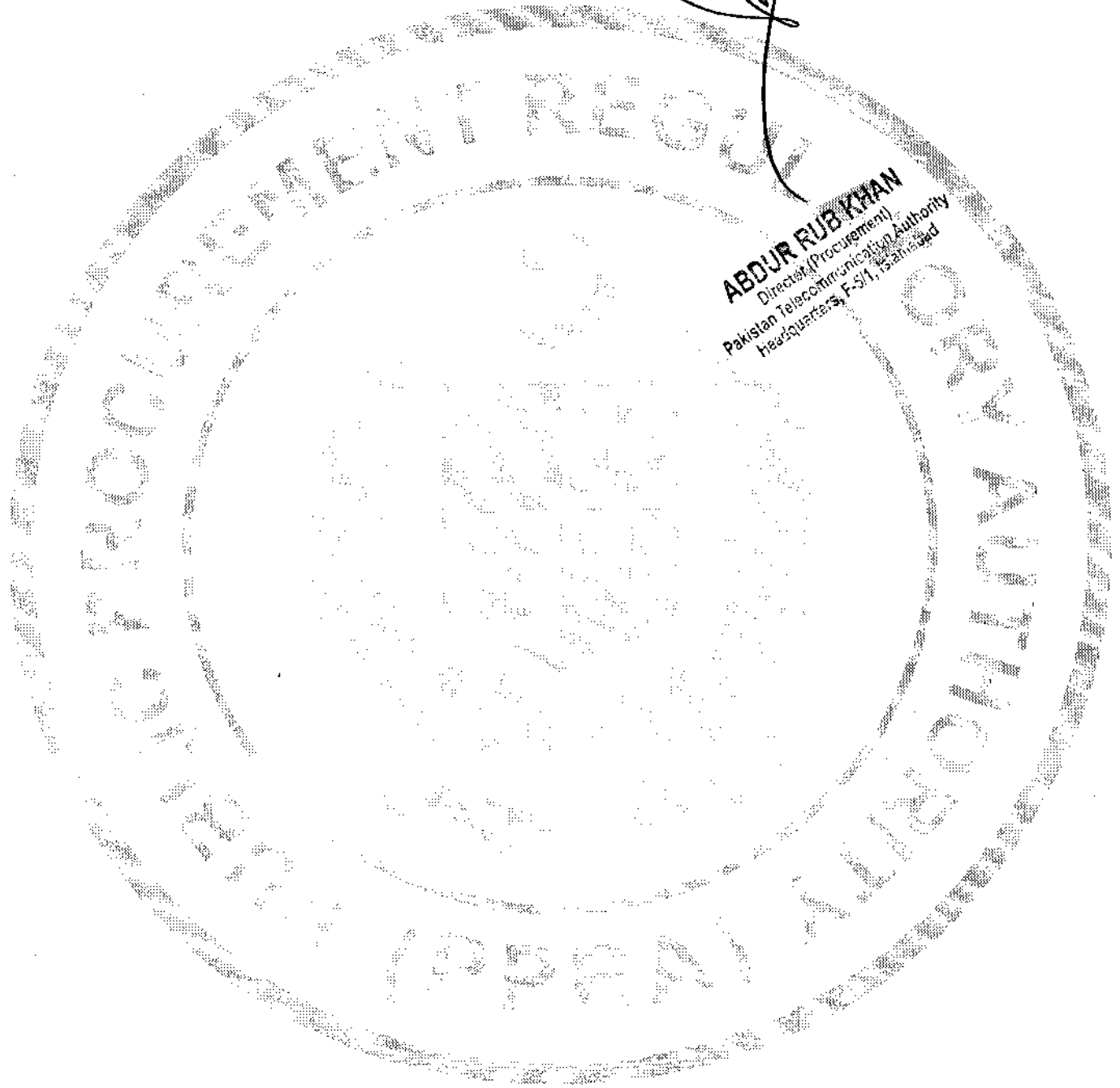
7.	10.1	amount of performance security (or guarantee), as a percentage of Contract Price, shall be:5% of approximate contract value for three years. The contract value shall be calculated as follows; Total Price of 23,000 approximate bottles for three years of contract period x Average quoted rate for three years per bottle including tax quoted by bidder).
8.	10.4	After delivery and acceptance of Goods no amount shall be withheld on account of Performance Security as amount shall be communicated to bidder to deposit in form of pay order to cover Supplier's warranty obligations in accordance with GCC Clause 18.2.
Inspections and Tests (GCC 11)		
9.	11.1	Inspection and tests prior to shipment of Goods [N]

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

		(vi.) inspection certificate, issued by nominated inspection agency, and Supplier's factory inspection report; and (vii.) certificate of country of origin issued by chamber of commerce and industry or equivalent authority in country of origin in duplicate. above documents shall be received by Procuring Agency at least one week before arrival of Goods at port or place of arrival and, if not received, Supplier will be responsible for any consequent expenses.
12.	13.3	For Goods from within Pakistan: Upon delivery of Goods (drinking water bottles) to transporter, Supplier shall notify Procuring Agency (if required by Procuring Agency) and mail following documents to Procuring Agency: (i.) one original plus four copies of Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (iii.) Manufacturer's or Supplier's warranty certificate; [NA] (iv.) inspection certificate issued by inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in country of origin in duplicate. above documents shall be received by Procuring Agency before arrival of Goods and, if not received, Supplier will be responsible for any consequent expenses.

	Insurance (GCC Clause 14)
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13.	14.1	Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
Related Services (GCC Clause 16)		
14.	16.1	Related services to be provided are: selected bidder shall provide one (1) latest model water dispenser for every fifty (50) water bottles purchased during first complete month. maintenance of all water dispensers shall be responsibility of bidders for which no separate payment shall be made to bidder by Procuring Authority. bidder shall provide cleaning services facility for each dispenser after every 2 weeks. In case any dispenser become faulty or becomes dysfunctional, same shall be replaced within 2 working days upon receiving a written notice from Procuring Agency. Throughout duration of contract, bidder shall remain fully responsible for maintenance and repair of all water dispensers, ensuring timely servicing, repairs, or replacements as needed to maintain uninterrupted functionality.
Spare Parts (GCC Clause 17)		
15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing order and opening letter of credit. [NA]
Warranty (GCC Clause 18)		

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16.	18.2	GCC Clause 17.2 – In partial modification of provisions, the warranty period shall be _hours of operation or _ _months from date of acceptance of Goods or () months from date of shipment, whichever occurs earlier. Supplier shall, in addition, comply with performance and/or consumption guarantees specified under Contract. [NA]
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		(b) pay liquidated damages to Procuring Agency with respect to failure to meet contractual guarantees. rate of these liquidated damages shall be 0.20 percent per day of undelivered materials/goods value up to sum equivalent to amount of ten percent of contract value.
17.	18.4 & 18.5	period for correction of defects in warranty period is: [NA]
Payment (GCC Clause 19)		
18.	19.1	method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: [NA] Payment of foreign currency portion shall be made in ((i) Advance Payment: No payment shall be made by procuring agency for any month or for any period for supply of water (ii) On Shipment: ----- percent of Contract Price of Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. [NA] (iii) On Acceptance: percent of Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods upon submission of claim supported by acceptance certificate issued

by Procuring Agency.

Payment of local currency portion shall be made in :[insert
currency] within thirty (30) days of presentation of claim
supported by a certificate from PE declaring that Goods
[NA]


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		have been delivered and that all other contracted Services have been performed.
		Payment for Goods and Services supplied from within Pakistan: Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: (i) Advance Payment/Bottles Security : No payment shall be made in advance by Procuring Agency to selected bidder. However, security payment of 100 bottles as per market rate shall be made in advance to selected bidder. security payment shall be refundable and shall be released to Procuring Agency in form of pay order before final monthly as per contract or termination of contract whatever case may be. bidder shall be responsible for replacing any damaged bottle during whole period of contract. (ii) On Delivery: [NA] percent of Contract Price shall be paid on receipt of Goods and upon submission of documents specified in GCC Clause 11. (iii) On Acceptance: [NA] remaining percent of Contract Price shall be paid to Supplier within thirty (30) days after date of acceptance certificate for respective delivery issued by Procuring Agency.
19.	19.3	Rate to be used for paying Supplier's interest on late payment made by Procuring Agency shall be [NA].
	Prices (GCC 20)	

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20.	20.1	Prices shall be adjusted in accordance with provisions in Attachment to SCC. [NA]
		Liquidated Damages (GCC Clause 26)
21.	25.1	Applicable rate: [NA]


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 Headquarters, F-511, Islamabad

		Maximum deduction: is equal to performance security. <i>Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.</i>
		Procedure for Dispute Resolution (GCC Clause 32)
23.	32.3	Dispute Resolution <u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u> All disputes arising in connection with present Contract shall be finally settled under Rules of Conciliation and Arbitration of International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. <u>(b) For Contracts to be entered with nationals of Pakistan:</u> 1. If any dispute of any kind whatsoever shall arise between Procuring Agency and Supplier in connection with or arising out of Contract, including without prejudice to generality of foregoing, any question regarding its existence, validity, termination and execution of Contract- whether during developing phase or after their completion and whether before or after termination, abandonment or breach of Contract - parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to other Party in this regard. 2. At future of negotiation dispute shall be resolved through mediation and mediator shall be appointed with mutual consent of both parties. 3. At event of failure of mediation to resolve the


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 Headquarters, F-511, Islamabad

		dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. arbitrator shall be appointed by mutual consent of both parties. Arbitration shall take place in [Islamabad] and proceedings will be conducted in - [English] language. 4. cost of mediation and arbitration shall be shared by parties in equal proportion however both parties shall bear their own costs and lawyer's fees regarding their own participation in mediation and arbitration. However, Arbitrator may make an award of costs upon conclusion of arbitration making any party to dispute liable to pay costs of another party to dispute. 5. Arbitration proceedings as mentioned in above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to arbitration herein, parties shall continue to perform their respective obligations under Contract unless they otherwise agree that Procuring Agency shall pay Supplier any monies due to Supplier.
	Notices (GCC Clause 35)	
26.	35.1	– Procuring Agency's address for notice purposes: Director (Procurement), PTA Headquarters, F-5/1, Islamabad – Supplier's address for notice purposes:

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SECTION IX: CONTRACT FORMS

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Pakistan Telecommunication Authority
Headquarters, F-6/1, Islamabad

Form of Contract

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have same meanings as are respectively assigned to them in Conditions of Contract referred to.
2. following documents shall be deemed to form and be read and construed as part of this Contract, In event of any ambiguity or conflict between Contract Documents listed below, order of precedence shall be order in which Contract Documents are listed below:-
 - a. This form of Contract;
 - b. Form of Bid
 - c. Price Schedule submitted by Bidder and Financial Bid For submitted by Bidder;
 - d. Schedule of Requirements;
 - e. Technical Specifications;
 - f. Special Conditions of Contract;
 - g. General Conditions of Contract;
 - h. Procuring Agency's Letter of Acceptance; and
 - i. Performance Security (or guarantee) Form submitted by bidder

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

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

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

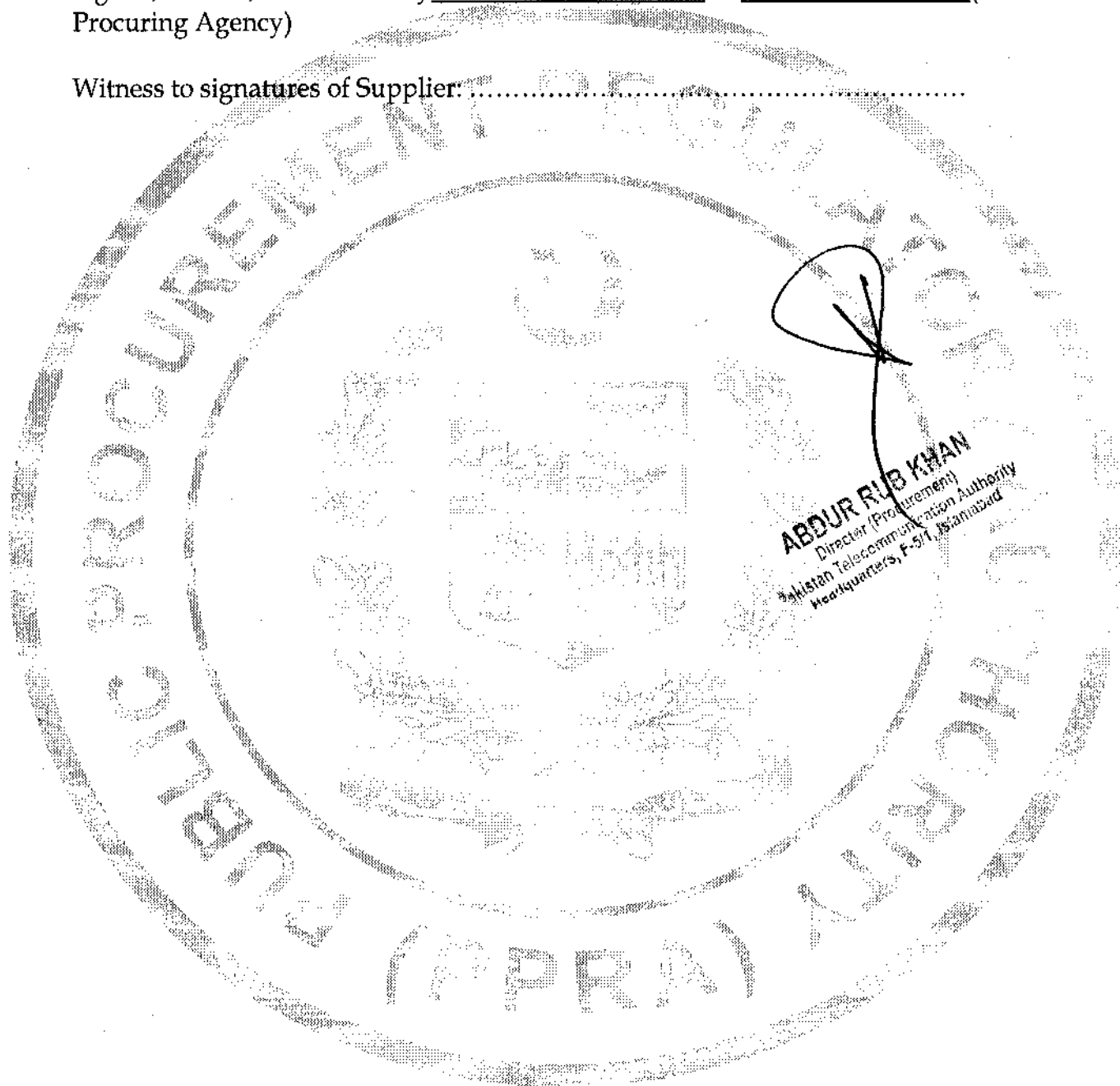
ABDURRAHMAN
Director (Procurement)
Telecommunications Authority
F-5/1, Islamabad

Signed, sealed, delivered by _____ the _____ (for
Procuring Agency)

Witness to signatures of Procuring Agency:
.....

Signed, sealed, delivered by _____ the _____ (for
Procuring Agency)

Witness to signatures of Supplier:



Performance Security (or guarantee) Form

To: [name of Procuring Agency]

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

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

AND WHEREAS we have agreed to give Supplier a guarantee:

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

This guarantee is valid until the: [insert date]

Signature and seal of Guarantors

[name of bank or financial institution]

[address]

[date]


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Headquarters, F-6/1, Islamabad

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY 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 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 generality of foregoing [Name of Supplier] represents and warrants that it has fully declared 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 object of obtaining or inducing 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 transaction with GoP and has not taken any action or will not take any action to circumvent 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 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 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 sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for purpose of obtaining or inducing procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

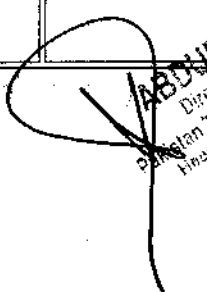
[Buyer]

[Seller/Supplier]


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Checklist for Mandatory Requirements - Technical Proposal (PART-A)

Sr. No.	Mandatory Requirement	Attached / Complied (Yes/No)	Page Number(s)
1	Bidder must be authorized dealer/distributor/partner etc. of quoted brand (authorization letter from Principal attached) or be Principal itself		
2	Bidder must have office and warehouse for quoted brand in Rawalpindi/Islamabad		
3	Registration with SECP as Private Limited Company or Registrar of Firms		
4	Undertaking on non-judicial stamp paper that company is not blacklisted by any government department (Original to be submitted before closing date of bid)		
5	Valid license from Pakistan Standard & Quality Control Authority (PSQCA)		
6	Quoted brand is categorized as "Safe" chemically and microbiologically by PCRWR in its quarterly reports		
7	Halal Certificate for quoted water brand		
8	Water testing laboratory of company/factory has valid accreditation from PNAC		
9	PTA will purchase sample bottled water from market for testing; bidder qualifies only if sample is declared "Safe"		
10	Bid documents and draft agreement are signed, stamped, and attached with Technical Proposal		
11	Bid security of Rs. 100,000/- is attached in EPADS; (Original financial instrument submitted to Procuring Agency before bid opening)		
12	Bidder is an active taxpayer and is listed in Active Taxpayer Lists (GST & Income Tax). Any source information shall be accepted for verification.		
	For Minimum experience of five (05) years supply order/ contract agreement/ certificate from clients attached to claim experience).		


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Checklist – Evaluation Criteria- Part B (with Page Numbers)

S.No.	Description	Marks	Page No of PDF File
1	Experience for provision of bottled water (18.9 liter minimum) of quoted brand to government/ autonomous/ private departments. 5 Marks of each year beyond minimum experience of 5 years (supply order/ contract agreement/ certificate from clients must be attached	40	
2	Any relevant ISO Certifications related to water quality, packing/packaging or related aspects.	10	
3	Major Clients (Existing): Hospitals/Banks/Government/Semi government or autonomous organizations/Multinationals corporations/ Five Star Hotels (5 Marks /client). Bidders are required to attach recent supply orders/contract/certificate received from client after 1 st July, 2025. Please see Explanation:	25	
4	Physical Visit to factory area for analysis of following parameters: i. Building condition (5 Marks) ii. Cleanliness/Pest Control System (5 Marks) iii. Source protection (e.g. borehole/spring) (5 Marks) iv. Equipment maintenance (5 Marks) v. Bottling hygiene/ Bottle washing system (5 Marks) (Maximum 5 Marks will be awarded against each of above-mentioned category on fair analysis by Technical Evaluation Committee. Bidder will allow committee to take pictures related to above parameters. Further, Bidders will have no right to challenge evaluation)	25	
	Total	100	

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