PAKISTAN AIRPORTS AUTHORITY (PAA)
INVITATION TO BID

Sealed bids (in accordance with **PPRA Rule No. 36(b)** are invited by below mentioned office for the following requirements in Pak Rs.:-

S.#.	Description & Bid No.	Fixed Bid Security (PKR)	Bid Submission Date/Time	Bid Opening Date/Time/Place	Basis PKR (Price)
01	Procurement of Qty.10 UPS (03 KVA) for Networks Equipment Installed at Ariports / Locations of PAA **I/T No. HQPAA/1992/306/XXLN**	**Rs. 72,300/-**	13-07-2026 1100 Hrs	13-07-2026 1130 Hrs Log. Center (S) (Log. ANS Branch)	F.O.R

Bids may be submitted as per conditions set out in Bidding documents available on PPRA E-PAD System http://eprocure.gov.pk.
Bids should be submitted electronically through PPRA EPADS web portal http://eprocure.gov.pk.

Note: All prospective bidders interested to participate may immediately inform PAA through Intimation letter (along with proof of active taxpayer list (100% compliance) [ATL for sales tax] of FBR) and GST/NTN certificates at the address below OR on email: sajid.noor@paa.gov.pk.

Original Bid Security must be received at the following address well Bid submission Date & Time. Bid Security copy (pay order / bank guarantee) must be attached through EPADS online submission as well.

Time period for performance of contract: Till the satisfactory completion of contract and warranty period.

PAA reserves the right to accept/reject any or all bids due to cogent reasons which will be communicated to bidders on request.

This advertisement is also available on PAA Website www.paa.gov.pk and PPRA website www.ppra.org.pk.

Warning: Any financial instrument submitted by bidder, if found fake or got dishonored at any stage would result in blacklisting and legal action as per law.

Additional Director, Logistics (ANS),
Logistics Center (South), HQs Pakistan Airports Authority,
JIAP Karachi Pakistan Tel: 021-9907-2265 Fax: 021-99242675

PAKISTAN AIRPORTS AUTHORITY

BIDDING DOCUMENTS FOR

PROCUREMENT OF QTY.10 UPS (03 KVA) FOR NETWORKS EQUIPMENT INSTALLED AT AIRPORTS / LOCATIONS OF PAA
I/T (Reference) No. HQPAA/1992/306/XXLN

This Bidding Document contains

INVITATION TO BID
INSTRUCTIONS TO BIDDERS
BID DATA SHEET
ELIGIBLE COUNTRIES
TECHNICAL SPECIFICATIONS / QUALIFICATION CRITERIA
SAMPLE CONTRACT:
STANDARD FORMS
CONDITIONS OF CONTRACT
CONTRACT FORMS

NOTE
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IMPORTANT NOTES

Bidding documents, containing detailed terms and conditions, etc. are available and can be downloaded from PPRA E-PADS web site / portal at http://eprocure.gov.pk free of cost. Bidders are required to get registered at E-PADS PPRA (Federal) to access the bidding document and other relevant information including electronic bid submission.

Bids must be submitted electronically through PPRA EPADS portal duly filled and attached with requisite information in the specified format provided in the Bidding Document. The bids shall be opened on the given day / date and time.

Submission of physical bid or via email or any other medium will not be considered.

All interested bidders must register themselves at EPADS by using link: http://eprocure.gov.pk/#/supplier/registration

Original Bid Security must be received at the following address well Bid Submission Date & Time. Bid Security copy (pay order / bank guarantee) must be attached through EPADS online submission as well.

Sr. No.	DESCRIPTION
1.	Title Page
2.	Important notes
3.	Invitation to Bids (Section-I)
4.	Bidding Documents Section-II (Instructions to Bidders)
5.	Bidding Documents Section-III - (Bid Data Sheet)
6.	Bidding Documents Section-IV- (Eligible Countries)
7.	Bidding Documents Section-V- (Technical Specifications / Qualification Criteria)
8.	Bidding Documents Section-VI- (Standard Forms)
9.	Bidding Documents Section-VII- (General Conditions of Contract)
10.	Bidding Documents Section-VIII - (Special Conditions of Contract)
11.	Bidding Documents Section IX- (Contract Forms)

Section – II INSTRUCTIONS TO BIDDERS

A. Introduction

1. Scope of Bid	1.1. Pakistan Airports Authority, having its principal place of business as defined in Bid Data Sheet, (hereinafter called "PAA") invites Bids for the Procurement of Goods (and allied services) as prescribed in the Invitation to Bid Notice and in the Bid Data Sheet (BDS) (hereinafter referred to as "the Goods"). 1.2. The successful Bidders will be expected to deliver the goods (and allied services (if any) within the specified period and timeline i.e. **within 90 days from the date of signing of the contract.** 1.3. The procurement title, reference number, method and procedure are specified in the Invitation to Bid Notice and BDS.
2. Eligible Bidders	2.1. This bidding process is open to all bidders who meet the eligibility criteria given in the Invitation to Bid Notice and Bidding Documents. The invitation for Bids is open to all prospective suppliers, manufacturers or authorized agents/dealers subject to fulfillment of conditions / requirements as mentioned in the Invitation to Bid notice and / or Bidding Documents. 2.2. A Bidder may be a registered person (Sole proprietor), company or firm. 2.3. The Bidder must register themselves at EPADS portal of PPRA in order to participate. The bidders shall hold valid NTN certificate and shall appear on the Active Taxpayer List (ATL) of FBR (100% compliance) for Sales Tax and Income Tax. 2.4. Foreign Bidders (if any) must be locally registered with the appropriate national incorporating body (NTN/GST) and the relevant statutory body, and must fulfill the eligibility requirements before participating in the national/international bidding. 2.5. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the PROCUREMENT OF the goods to be purchased under this Invitation for Bids. b) Have controlling shareholders in common; or c) Receive or have received any direct or indirect subsidy from any of them; or d) Have the same legal representative for purposes of this Bid; or e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process. 2.6. A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation

	entailing the total or partial loss of the right to administer and dispose of the property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) The Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure. (f) The firm, supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them. 2.7. Bidders shall provide evidence of their continued eligibility satisfactory to the PAA, as the PAA shall reasonably request. 2.8. Bidder must meet all the qualification criteria as defined in Bidding Documents. 2.9. The bidder shall submit an undertaking in compliance to clause 2.5 and 2.6 above.
3. Eligible Goods (and allied services, if any)	3.1. It will be the responsibility of the bidder to ensure that all goods and related services to be supplied under the contract have their origin in eligible source countries. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries". 3.2. To qualify for the award of the Contract, bidders must meet the mandatory evaluation criteria, as specified in the Bidding Documents.
4. One Bid per Bidder	4.1. A Bidder shall submit only one Bid individually. 4.2. A bidder who submits or participates with more than one bid will be disqualified / rejected.
5. Cost of Bidding	5.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the PAA shall in no case be held responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Document

6. Content of Bidding Documents	6.1. The goods required, bidding procedures, instructions to bidders, terms and conditions, and sample conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids notice, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB **clause 8** include**:** i. INVITATION TO BID ii. INSTRUCTIONS TO BIDDERS iii. BID DATA SHEET iv. ELIGIBLE COUNTRIES v. TECHNICAL SPECIFICATIONS / QUALIFICATION CRITERIA vi. STANDARD FORMS vii. CONDITIONS OF CONTRACT (General and Special) viii. CONTRACT FORMS 6.2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. 6.3. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. 6.4. The Procuring Agency is not responsible for the completeness, accuracy and genuineness of the Bidding Documents and their addenda, if they were not downloaded directly from PPRA EPADS portal. 6.5. If any bidder is found involved tempering of bidding documents including but not limited to unauthorized editing, modification, deletion etc, the bidder will be disqualified outrightly and blacklisting proceedings shall be initiated under PPRA rules.
7. Clarification of Bidding Documents and Pre-bid Meeting	7.1. A prospective Bidder requiring any clarification of the Bidding Documents may approach PAA through PPRA E-PADS portal no later than seven (07) days before the deadline of submission of bids. The PAA will respond in writing or through PPRA EPADS to any request for clarification of the Bidding Documents that it receives. 7.2 Requests for clarification received physically or via email will not be considered. 7.3. Should PAA deem it necessary to amend the Bidding Documents as a result of a clarification or on its own initiative, it shall do so following the procedure under **ITB 8.** 7.4. If **indicated in the Bidding Documents**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the Bidding Documents**. During this pre-Bid meeting, prospective Bidders may request clarification of any part of the bidding document. If the date, time and requirement of pre-bid meeting is not mentioned / indicated in the bidding documents, PAA may still call for a pre-bid meeting and the date, time and place of the same will be communicated to the prospective bidders in writing or through PPRA EPADS portal. 7.6. Minutes of the pre-Bid meeting, if applicable, including the queries of prospective bidders along with their responses (without identifying the source) together with any additional information prepared after the meeting will be transmitted promptly to all prospective Bidders through EPADS portal (or through email at PAA's discretion). Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by PAA through the use of an Addendum/Corrigendum pursuant to ITB clause 8. 7.6 . PAA will not be responsible for any lack of communication or non-receipt of information by bidders (clarification, pre-bid notice etc) if the same is not accessed by the prospective bidder through EPADS portal.

8. Amendment of Bidding Documents	8.1. At any time before the deadline for submission of bids, PAA, for any reason, either at its initiative or in response to a clarification requested by a prospective Bidder, amend / modify any section of the Bidding Documents including the specifications by issuing addenda / addendum / Corrigendum. Such amendments shall take precedence over the existing document. **The procuring agency shall promptly publish the Addendum at EPAD portal.** 8.2. Any addendum issued shall be part of the Bidding Documents pursuant to ITB 8.1. However, in case of extension in deadline for submission of bids, no addendum would be required and the notice of extension shall be duly publicized as per PPRA Rule 27. 8.3. Provided that the bidder who had either already submitted their bid prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline. 8.4. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid. 8.5. To provide prospective Bidders reasonable time to take the amendments (as specified in the addendum) into account in preparing their bids, PAA may, at its sole discretion, extend the deadline for the submission of bids consistent with the provision of Rule 27 of PPR 2004. 8.6 PAA will not be responsible for any lack of communication or non-receipt of information / addendum by bidders same is not accessed by the prospective bidder through EPADS portal

C. Preparation of Bids

9. Language of Bid	9.1. The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and PAA shall be written in the English language. Supporting documents and printed literature furnished by the Bidder in another language shall be accompanied by an accurate translation of the relevant pages in the English language, in which case, for purposes of interpretation of the Bid, the translation shall govern. 9.2. "Days" wherever referred means "Calendar Days" unless otherwise specified.
10. Documents and Sample(s) constituting the Bid	10.1. The bid submitted by the Bidder shall comprise the following: i. I/T Forms for Technical and Financial Bid duly signed and stamped on each page. ii. Bidding Summary Sheet for Technical and Financial Bid duly signed and stamped on each page. iii. General Terms and Conditions (Annexure-F) duly signed and stamped. iv. Compliance to Specifications duly signed and stamped on each page / sheet. v. Documentary evidence established in accordance with ITB 12 that the Bidder is eligible and/or qualified for the subject bidding process. vi. Documentary evidence established that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods vii. **Original Bid Security submitted physically before the bid submission deadline in sealed envelope**. The Bid Security copy (pay order / bank guarantee) must be attached through EPADS online.

	viii. Any other document required to be completed and submitted by bidders, as specified in the Bid Data Sheet / specifications. ix. Sample, only if required and specified in the Bidding Documents. The Purchaser reserves the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).
11. Documents Establishing Eligibility of Goods (and Related Services) and Conformity to Bidding Documents	11.1 Pursuant to **ITB 10**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods (and related services) which the Bidder proposes to deliver. a) A detailed description of the essential technical specifications and performance characteristics of the Goods; b) An item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications 11.2 The documentary evidence of conformity of the goods (and related services) to the Bidding Documents may be in the form of literature, drawings, and data etc or any other procurement specific documentation requirement as stated in the Bidding Documents. 11.3 The documentary evidence of the eligibility of the goods and related services and the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment. 11.4 Any condition mentioned by the bidder in addition / contradiction to PAA's terms and conditions shall not be entertained. PAA's terms and conditions shall have full overriding effect in this case. 11.5 Technical brochure/literature (in English Language) confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid.
12. Documents Establishing Eligibility and Qualification of the Bidder	12.1 Pursuant to **ITB 10,** the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted. 12.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder is from an eligible country as defined in the bidding documents. 12.3 The bidder shall submit documentary evidence of fulfillment of eligibility requirements as mentioned in the bidding documents. 12.4 All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the bidding Documents prior to filling / submission of their bid. 12.5 The bidder(s) are expected to examine all instructions, forms, terms & conditions and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents will result in the rejection of the bid(s). 12.6 The submission of bid by any bidder shall be construed as evidence that the bidder has thoroughly examined all the terms and conditions of the bidding documents and shall comply to all the terms and conditions. Failure to comply any of the terms and conditions may lead to rejection of bid and / or forfeiture of bid security.
13. Form of Bid	13.1 The Bidder shall fill the Forms of Bid and attachments furnished in the Bidding Documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted. However, the bidder may submit additional information / elaboration in the bid separately if desired in addition to the required information. 13.2 Bids shall be quoted as per the format of Bidding Documents. 13.3 The submission of bid by any bidder shall be construed as evidence that the bidder has thoroughly examined all the terms and conditions of the bidding documents and

	shall comply to all the terms and conditions. Failure to comply any of the terms and conditions may lead to rejection of bid and / or forfeiture of bid security.
14. Bid Prices	14.1. The bidder shall clearly mark / write QUOTED or NOT QUOTED against each item in the I/T Form (Technical) where multiple line items are required. This will be applicable in cases where the evaluation is based on individual line items. However, where the evaluation is based on package price or Lot basis, bidders are required to quote all items. 14.2 The Bidder shall quote full and final prices for the items (and allied Services, if any) described in bidding documents. Items (and allied Services, if any) for which no price is entered by the Bidder will not be paid for by PAA separately when the contract is executed and shall be deemed to be included in the total bid value. 14.3. All duties, taxes, liabilities, transportation charges etc. till the final place of destination and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. The tender rates or amounts shall be inclusive of all taxes (but excluding provincial sales tax on services), duties and taxes etc as applicable fourteen (14 days) prior to the date of tender opening and no claim on this account shall be entertained by PAA. 14.4 The exemption (if any) in Taxes will only be allowed against an Exemption Certificate issued by the respective Department and relevant laws / procedures. Bidders to specify / identify the exemptions (if any). 14.5 Firm bid prices shall be quoted in I/T form duly filled-in, stamped and signed by authorized representative of Bidder(s). Prices must be quoted as per format of I/T form. 14.6 I/T form, Bidding Form, Bid Summary Sheets and all annexures from Annexure – "A" to "H" must also be duly filled-in, stamped and signed by authorized representative of bidder(s). 14.7 **Prices quoted should be in Pakistan currency.** The tender rates or amounts shall be inclusive of all taxes (but excluding provincial sales tax on services), duties and taxes etc as applicable fourteen (14 days) prior to the date of tender opening and no claim on this account shall be entertained by PAA. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any price adjustment formula is likely to be rejected. Any deviation from the specification & terms of the bidding document shall be considered as Conditional offer / bid. 14.8 Prices must be inclusive of all charges like handling, loading, transportation, and un-loading, installation etc. for delivery and installation (if required) of items at required location. 14.9 During the validity of this tender, price adjustment may be made for imposition of any new taxes or applicability of existing taxes as per applicable Laws. 14.10 Adjustment in bid price shall be made in case of increase / decrease in rate of applicable taxes during the period of Contract.
15. Bid Currencies	15.1 All the prices in Bid shall be quoted by the bidder as per the format of Bidding Documents in **PKR only**.
16. Bid Validity Period	16.1 Bids shall remain valid for **180 days** and shall start effect on the date of technical bid opening as prescribed by PAA. A Bid submitted by the bidder with the validity for a shorter period shall be rejected by the PAA as non-responsive**.** During bid opening, the bidder may be asked to correct / comply with the bid validity period if erroneously mentioned otherwise in their bid. 16.2 Prior to the expiration of the initial Bid validity period, PAA may request the Bidders for an extension of the bid validity period only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or by standard electronic means. The Bid Security provided under **ITB 17** shall also be suitably extended as per the extended bid validity period. 16.3 A Bidder may refuse the request for extension in bid validity period without forfeiting its Bid security. However, in case of refusal for extension in bid validity period, the

	bidder and the accompanying bid shall not be considered for further processing in the procurement case. 16.4 A Bidder agreeing to the request for extension in bid validity period will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with **ITB 17** in all respects.
17. Bid Security	17.1. The bidder(s) shall furnish, as part of bid, a Bank Guarantee (As per list of acceptable banks and format attached Annexure-J & L) or a Bank Draft/Pay order issued by scheduled bank operating in Pakistan, in favor of Pakistan Airports Authority as per amount mentioned in Invitation to Bid Notice and / or Bidding Documents as Bid security **with Technical Bid**. Any Bid not accompanied by Bid security or Bid security falling short of the amount shall be rejected without any right of appeal. 17.2 Short Fixed Bid security or Cheque as Bid security is not acceptable. 17.3 The Bid security of the most advantageous bidder(s) will be discharged / returned upon submission of the requisite documents for contract execution and signing of contract along with performance Bond in shape of Bank Guarantee (as per list of acceptable banks attached) /Pay Orders/Bank Draft. Whereas, the Bid security of the other bidders will be retained by PAA until the finalization of the case in favor of the most advantageous bidder or until the completion of validity period as per PPR rule 26. 17.4 The Bid security of technically non-compliant bidder (s) will be returned after intimation of disqualification and subsequent request for release of bid security. 17.5 The bid security shall be forfeited: a) If a bidder / contractor submits fake/bogus pay orders/bank guarantees/bank draft as Bid Security or any other fake/tempered document, not only his bid will be cancelled and the firm will be debarred/black listed but all his security deposits (performance guarantees)/bid security etc will be forfeited. b) If a bidder withdraws its bid during the period of bid validity. c) In case the most advantageous bidder breaches the terms & conditions and is found involved in post bidding changes, except clarifications, or fails to furnish Performance Bond as prescribed in the bidding documents. d) If a bidder does not accept the correction of errors as per ITB 30. e) If any bidder breaches any terms and conditions of the bidding document during the bid validity period. 17.6 The purchaser reserves the right to check the authenticity of the financial instrument provided as bid security from the respective financial institution. 17.7 **Original Bid Security must be attached with the Technical Proposal** and the reference/pay order/bank guarantee copy must also be attached with Financial Offer and also uploaded through EPADS online submission as well, before bid submission / closing Date & Time.
18. Alternative Bids by Bidders	18.1 **Alternative bids shall not be acceptable**. The bidders shall not quote any alternate bid and the same shall be rejected out rightly.
19. Withdrawal, Substitution, and Modification of Bids	20.1. The Bidder shall prepare and upload their bid on PPRA EPADS Portal and submit 01 Copy of bid physically at the address as specified in the BDS, clearly marking the bid with title of procurement, I/T Number, company name, and other necessary information. In the event of any discrepancy between the bid uploaded on EPADS portal and physical bid, the bid submitted / uploaded on EPADS portal shall prevail. Non-submission of copy Physical bid shall not invalidate the bid submission by the bidder if the same has already been uploaded on EPAD portal before bid submission deadline. 20.2. The bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized. This authorization shall consist of a written confirmation as specified in the **BDS** (letter of Bid -Technical proposal) and shall be attached to the Bid. The authorization must be in writing and included in the bid. The name and

	position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. 20.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bid. 20.4 Notwithstanding 20.3 above, the bidder may submit additional information / elaboration in the bid separately if desired in addition to the required information. 20.4. In accordance with **ITB Clause-21**, Bids shall be uploaded on PPRA EPADS Portal and a copy of bid shall be submitted physically in a sealed envelope addressed to PAA at the address provided in the Invitation to Bid Notice and / or Bid Data Sheet, with **description** of the procurement case and a warning regarding **not to open before** the specified **date and time**. **Name** and address of the bidder must also be marked on the envelope at the appropriate place. 19.1 20.5. Bids should be submitted electronically through EPADS web portal.
20. Format and Signing of Bid	20.1. The Bidder shall prepare and upload their bid on PPRA EPADS Portal and submit 01 Copy of bid physically at the address as specified in the BDS, clearly marking the bid with title of procurement, I/T Number, company name, and other necessary information. In the event of any discrepancy between the bid uploaded on EPADS portal and physical bid, the bid submitted / uploaded on EPADS portal shall prevail. Non-submission of copy Physical bid shall not invalidate the bid submission by the bidder if the same has already been uploaded on EPAD portal before bid submission deadline. 20.2. The bid shall be typed or written in permanent ink and shall be signed by a person or persons duly authorized. This authorization shall consist of a written confirmation as specified in the **BDS** (letter of Bid -Technical proposal) and shall be attached to the Bid. The authorization must be in writing and included in the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature. 20.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bid. 20.4 Notwithstanding 20.3 above, the bidder may submit additional information / elaboration in the bid separately if desired in addition to the required information. 20.4. In accordance with **ITB Clause-21**, Bids shall be uploaded on PPRA EPADS Portal and a copy of bid shall be submitted physically in a sealed envelope addressed to PAA at the address provided in the Invitation to Bid Notice and / or Bid Data Sheet, with **description** of the procurement case and a warning regarding **not to open before** the specified **date and time**. **Name** and address of the bidder must also be marked on the envelope at the appropriate place. 20.5. Bids should be submitted electronically through EPADS web portal.

D. Submission of Bids

21. Sealing and Marking of Bids	21.1. The bid shall be submitted online through PPRA EPADS portal. 21.2. For the copy of bid to be submitted physically, the bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal. 21.2. The Bidder shall seal the copy of bid in separate envelopes, duly marking the envelopes as **"ORIGINAL BID".** The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the PAA at the address given in the BDS, and carry the statement **"CONFIDENTIAL, I/T No. [HQPAA/1992/306/XXLN], DESCRIPTION, DO NOT OPEN BEFORE [Date & Time of the Bid Submission Deadline]."** **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004*

	In case of discrepancy between the physical bid submitted and the bid uploaded on EPADS portal, the bid uploaded on EPADS shall prevail. 21.3. In addition to the identification required in **Sub-Clause 21.2**, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late or disqualified**.** 21.4 The inner and outer envelopes shall: a) Be addressed to the Procuring Agency at the address provided in the BDS and / or Invitation to Bid Notice; b) Bear the name, description and identification number of the procurement case as defined in the BDS and / or Invitation to bid notice; and provide a warning not to open before the time and date for bid opening, as specified in the BDS pursuant to **ITB 22.1** and the Invitation to bid notice**.** 21.5 If the envelopes are not marked, as instructed above, the Purchaser will assume no responsibility for the misplacement or premature opening of bid(s).
22. Deadline for Submission of Bids	22.1. The bid shall be submitted on EPADS portal within the bid submission deadline. Bids submitted physically or through telegraph, telex, fax, e-mail or any other means shall not be considered. 22.2. The bidder is required to submit a copy of their bid which shall be received physically at the given address. The submission of physical copy of bid without uploading the bid on EPADS <u>shall not be considered as bid submission by the bidder</u>, in which case, the copy of bid shall be returned to the bidder unopened. 22.3. PAA may extend the deadline for submission of bids by issuing an amendment / addendum under **ITB Clause 8** or through a corrigendum / notice of extension duly publicized as per PPRA Rule 27, along with PPRA EPADS portal in which case all rights and obligations of the PAA and the bidders previously subject to the original deadline will then be subject to the new deadline. 22.4 The Purchaser will not take any responsibility for any connectivity issues, system errors, or any other problems while uploading / submitting the bids on PPRA EPADS Portal. 22.5 The submission of bid by any bidder shall be construed as evidence that the bidder has thoroughly examined and accepted all the terms and conditions of the bidding documents and shall comply to all the terms and conditions. Failure to comply any of the terms and conditions may lead to rejection of bid and / or forfeiture of bid security.
23. Late Bids	23.1. PAA shall not consider for evaluation any Bid that is uploaded after the deadline for submission of Bids, in accordance with **ITB 22.**
24. Withdrawal of Bids	24.1 Before bid submission deadline, any bidder may withdraw or substitute its Bid after it has been submitted on PPRA EPADS Portal and copy submitted physically. The bid may be withdrawn by submitting a written notice duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice, and through EPAD portal as well. 24.2 No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity as prescribed in Bidding Documents. Withdrawal of a bid during this interval will result in the Bidder's forfeiture of its bid security. 24.3 The withdrawn bids will be returned unopened after the name of bidder has been read out loud during the opening of bids.

E. Bid Opening and Evaluation

25. Bid Opening	25.1. PAA will open all bids, **[submitted in hard format and through EPADS]** in public, in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS and / or Invitation to Bid notice. 25.2 In case the due date of bid opening falls on a holiday, the bids shall be opened on the next working day. 25.3. First, envelopes / bids that have been "WITHDRAWN" shall be read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. 25.4 PAA will then open the Technical Proposals of the participating bidder at the address, date and time specified in the **BDS/Invitation to Bid**. The physical Financial Proposals will remain unopened and will be held in custody of PAA. 25.5 Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a knowledgeable representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid. 25.6 The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. 25.7 After the evaluation and approval of technical proposals (subject to technical evaluation of bids) PAA, shall at a time within the bid validity period, open the financial proposals of the technically qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders after due notice of non-responsiveness and request of bidder.
26. Confidentiality	26.1. The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be subject to **Rule 41 of PPR-2004.** 26.2. Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by PAA to the bidders or to any other person who is not officially concerned with the process, until the announcement of the respective evaluation report. 26.3. The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without PAA's prior written consent. 26.4. In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or supplier without PAA's prior consent, subject to relevant PPRA Rules, PAA may reject its bid and/or terminate the contract. 26.5. Any effort by a Bidder to influence PAA in processing of bids, decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid. 26.6 Notwithstanding **ITB 26.5** from the time of Bid opening to the time of contract award and beyond, if any Bidder wishes to contact PAA on any matter related to the Bidding process, it should do so in writing or in electronic form.
27. Clarification of Bids	27.1. To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, PAA may at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. 27.2 The request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted except

	correction of arithmetic errors discovered by PAA in the evaluation of Bids in accordance with **ITB 30**. 27.3 The following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) specifications; c) all bid security requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
28. Preliminary Examination	28.1. Prior to the detailed evaluation of Bids, PAA may during the bid opening conduct a preliminary examinations of bids and will determine whether each Bid; i. Meets the eligibility criteria defined in BDS ii. Bid validity is provided accordingly, iii. Has been prepared as per the format and contents defined in the Bidding Documents iv. Has been properly signed v. Required bid security has been furnished, vi. The bids are generally in order and substantially responsive vii. Bidder has provided all forms in relevant Technical and Financial Proposal as defined in the bidding documents 28.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. 28.3. PAA will confirm that the documents and information specified under **ITB 10, 11** and **12** have been provided in the Bid. 28.4. PAA may waive off or modify any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. 28.5. Bids submitted late will also be rejected. 28.6 PAA may during preliminary examination, identify, correct and incorporate arithmetical errors as per ITB 30 and the same shall not be construed as change in substance of bid. However, it is not binding on PAA to identify and correct Arithmetical errors during preliminary examination of bids and the same can be identified at any stage during evaluation of bids. 28.7 The bidder(s) are expected to examine all instructions, forms, terms & conditions and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents will result in the rejection of the bid(s). 28.8 All the bids shall necessarily conform to all the Instructions / guidelines provided vide this document, along with the conformity to general terms and conditions available **at Annexure – F.**
29. Examination of Terms and Conditions; Technical Evaluation	29.1. PAA shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation. 29.2 PAA (specialist directorate) shall evaluate the technical aspects of the Bid to confirm that all requirements specified in **Section V –Technical Specifications** of the Bidding Documents have been met. 29.3 If, after the examination of the terms and conditions and the technical evaluation, PAA determines that the Bid is not responsive / technically qualified**,** it shall reject / disqualify the Bid.

30. Correction of Errors	30.1. Bids determined to be substantially responsive will be checked by PAA for any arithmetic errors. Arithmetical errors will be rectified by PAA on the following basis: i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PAA there is an obvious misplacement of the decimal point in the unit price or a gross error in the price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total amount corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and iii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. iv. Where there is discrepancy between grand total of I/T Form and amount mentioned on the Form of Bid, the amount referred in I/T Form shall be treated as correct subject to elimination of other errors. v. In case of any discrepancy in bid regarding rates of taxes the corrections shall be made as per applicable taxes on the procurement under consideration. 30.2. The amount stated in the Bid will be adjusted by PAA as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with **ITB 17**. 30.3 The correction of bid / arithmetic errors shall be at the sole discretion of PAA and the bidder shall not have any right / claim in this regard.
31. Evaluation and Comparison of Bids	31.1. The technical bids of only the responsive bidders after preliminary evaluation under **ITB Clause 28**, shall be considered for technical evaluation in detail. 31.2. **Bids will be evaluated "individual line item basis" (along with allied services if any).** The items not fulfilling technical specifications will be declared non-responsive / disqualified. The prices will be compared on the basis of **("Individual line item basis")** and during evaluation of the bid's price, PAA will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Bid Price: (a) Making any correction for arithmetic errors pursuant to **ITB 30** hereof. (b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. 31.3 The submitted Technical proposal and Financial proposal of the Bids will be evaluated on the basis of specification & criteria provided in the bidding documents along with other terms and conditions. 31.4. The Financial Bids of only the technically accepted / qualified bids will be opened and the bid found to be the Most Advantageous shall be accepted. 31.5. The evaluation (technical and financial) of bid shall be based on **("Individual line item basis) and** the contract will also be awarded to the Most Advantageous bid on **("Individual line items basis), based on lowest cost.** 31.6. Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by PAA, provided such waiver does not prejudice or affect the relative ranking of any other bidders. 31.7. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall likely lead to disqualification.
32. Domestic Preference	32.1 If the **BDS** so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Government of Pakistan or any state institution from time to time. However, the procuring agency shall not be responsible if the bidder fails to identify

	any price preference identified by the Government of Pakistan or any state institution along with relevant documentary evidence.
33. *Determination of Most Advantageous Bid*	31.8. 33.1 The evaluation (technical and financial) of bid shall be based on **(“Individual line item basis)** and the contract will also be awarded to the Most Advantageous bid on **(“Individual line item basis), based on lowest cost.** 33.2 PAA will award the contract to the Most Advantageous bidder(s), whose bid is responsive and determined to be technically qualified, financially lowest and declared as most advantageous in terms of PPRA Rules 2004. **(as per “Individual line item basis).**

F. Award of Contract

34. Criteria of Award	34.1. The contract will be awarded to the most advantageous Bidder whose bid has been found Technically qualified, financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant to specifications, applicable laws and other terms of Bidding Documents and which has the lowest evaluated Bid Price. 31.9.34.2 The contract will be awarded to the Most Advantageous bid on **(“Individual line item basis) based on lowest cost.** 34.3 Sample Contract and its General Terms & Conditions are available at Section VIII and VIII of bidding document. However, the contract clauses might vary at the time of execution of the contract.
35. Negotiations	35.1 Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) Reduction of quantities for budgetary or any other reasons (b) Any amendments to the conditions of Contract; (c) Finalizing payment and delivery arrangements; (d) The methodology for provisioning of goods and related services (if any); or (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
36. PAA’s Right to Reject all Bids	36.1. Notwithstanding **ITB 34**, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. 36.2 PAA reserves the right to annul the bidding process and reject all bids at any time before award of contract under **Rule 33 of PPR-2004** without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. PAA shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds. Notice of the rejection of all the bids shall be given to all the bidders.
37. PAA’s Right to Vary Quantities at Time of Award	37.1. PAA reserves the right at the time of contract award to decrease the quantity or line item of goods or related services originally specified in these Bidding Documents without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
38. Notification of Contract Award	38.1. Prior to the expiration of the period of initial/extended bid validity, PAA will notify the most advantageous Bidder in writing (“Pre-Contract”) that its bid has been accepted. 38.2. Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids. 38.3 Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period. The Letter / notification will state the requirements of Procuring Agency from the successful Bidder such as non-judicial stamp paper, performance bond etc.

	38.4 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance relevant with **ITB 40** and signing of the contract in accordance with **ITB 39.** Until a formal contract agreement is signed with the bidder, the provisions of draft / sample contract agreement provided with this bidding document shall govern together with the specifications and all other terms and conditions of this bidding documents. 38.5 The most advantageous bidder shall provide the requisite documents for contract signature i.e. Performance Bond @ 10% of total bid / contract value and Non-Judicial Stamp papers @ rate applicable as per the Stamp Fees Rates, The Stamp Act, 1899 for the contracts, applicable in Province of Sindh of the total contract amount **within 15 days** from the notification of contract award. However, the submission deadline may be extended upon supplier's request with valid ground. In case of non-submission of required document within 15 days the delivery date shall be commence after the expiry of 15 days. However, the submission deadline may be extended upon suppliers request with valid ground. 38.6 Non-submission of documents as defined in clause 38.5 above will lead to forfeiture of bid security.
39. Signing of contract	39.1. After notification of contract award and submission of requisite documents by the bidder, Procuring Agency shall send the successful / most advantageous Bidder the contract agreement, incorporating all terms and conditions of the contract. 39.2. PAA and successful / most advantageous Bidder shall sign the contract agreement. 39.3 Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
40. Performance Security	40.1. After the receipt of Notification of Award, the most advantageous Bidder, **within 15 days** shall deliver to PAA a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS or Notification of Award. However, the submission deadline may be extended upon supplier's request with valid ground 40.2 The successful bidder shall submit a Performance Bond in the shape of bank guarantee (from the list of acceptable banks attached and as per format attached at Annexure-J & K) or Pay Order equal to 10% (Ten percent) of total bid / contract value (including GST/EXCLUDING Provincial Sales Tax on Services), from any scheduled bank in Pakistan. 40.2. Failure of the most advantageous Bidder to comply with the requirement of **ITB 40.1 & 40.2** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event PAA may make the award to the next ranked Bidder or call for new Bids. 40.3 The Purchaser reserves the right to check the authenticity of Performance Security from the concerned Bank. 40.4 The Performance Security (or Guarantee) shall remain valid till the complete execution of contract including the warranty period. 40.5 In case of non-submission of required document within 15 days the delivery date shall be commencing after the expiry of above said 15 days.
41. Advance Payment and Security	41.1. The advance payment will not be provided in normal circumstances. However, the successful bidder may approach PAA with the request for advance payment (if desired) with valid grounds along with undertaking of equivalent amount bank guarantee. The decision of PAA in this regard will be final and binding. 41.2 Subject to mutual agreement of both parties, payments made on milestones may be released. However, the details / milestones may be discussed and agreed before signing of the contract.
42. Arbitrator	42.1 In case of any difference or dispute arising between the Purchaser and the Supplier in respect of the interpretation, conduct or performance of any terms & conditions of the contract, the same shall be referred to DG PAA for decision, which shall be final and binding upon both the parties to the contract

43. Corrupt & Fraudulent Practices	43.1 Bidders/Suppliers/Contractors shall observe the highest standard of ethics during the procurement and execution of bidding process and contracts, and will avoid to engage in any corrupt and fraudulent practices. 43.2 If any bidder is found indulging in Corrupt & Fraudulent Practices during any stage of the procurement process or during the execution of contract, the proceedings for blacklisting shall be initiated as per PPRA rules.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

44. Grievances Redressal	44.1. Any bidder aggrieved by any act during the procurement process may lodge a complaint on PPRA EPADS Portal to the Grievance Redressal Committee (GRC), as per **Rule 48 of PPR-2004**. 44.2 Physical (written) GRC complaint or via email or any other medium will not be considered.
45. GRC Procedure	45.1. Any bidder can file its complaint to the GRC against the eligibility parameters or any other terms and conditions prescribed in the bidding documents or any act of the procuring agency during the bidding process if found contrary to provision of PPRA Rules. 45.2 The proceedings of the GRC will be conducted as governed in PPRA Rule 48. 45.3 Any bidder or PAA if not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority (PPRA) on prescribed format after depositing the Prescribed fee. 45.4 The committee (PPRA) will conduct the proceedings as per their procedure and guidelines.

H. Mechanism of Blacklisting

46. Mechanism of Blacklisting	46.1 PAA shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor / supplier who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the Bid Security Requirements (authentication, validation and encashment) iv. Fails to submit Declaration of Beneficial Owners' information, where applicable. 46.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor / supplier; (b) the maximum period for which the PAA proposes to debar the bidder or contractor / supplier from participating in any public PROCUREMENT OF PAA; and (c) the statement, if needed (at discretion of PAA), about the intention of PAA to make a request to the Authority (PPRA) for debarring the bidder or contractor / supplier from participating in public procurements of all the procuring agencies. 46.3 PAA shall give minimum of seven days to the bidder or contractor / supplier for submission of written reply of the show cause notice. 46.4 In case, the bidder or contractor / supplier fails to submit written reply within the requisite time, PAA may (at its discretion) issue notice for personal hearing to the bidder or contractor / supplier or its authorized representative and PAA shall decide the matter on the basis of available record and personal hearing, if availed. 46.5 In case the bidder or contractor / supplier submits written reply of the show cause notice, PAA may decide (at its discretion) to file the matter or direct issuance of a notice to the bidder or contractor / supplier for personal hearing. 46.6 PAA shall give minimum of seven days to the bidder or contractor / supplier for appearance before the specified officer of PAA for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor / supplier, if availed. 46.7 PAA shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing. 46.8 PAA shall communicate to the bidder or contractor / supplier the order of debarring the bidder or contractor / supplier from participating in any public procurement with a statement that the bidder or contractor / supplier may, within thirty days, prefer a representation against the order before the Authority (PPRA). 46.9 Such blacklisting or barring action shall be communicated by PAA to the Authority (PPRA) and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority (PPRA) after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by PAA. 46.10 The bidder may file the review petition before the Review Petition Committee Authority (PPRA) within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.

	46.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit. 46.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor / supplier from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

I. Other Provisions of PPRA

47. Overriding Effect of PPR2004	47.1. Whenever in conflict with these documents, PPRA Rules shall prevail.
48. Beneficial Ownership Information	48.1. For all public procurement contracts worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall: (a) Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004, (b) Reject the bid of the said company.
49. Integrity Pact	49.1 All Procurement contracts exceeding the prescribed limit set by PPRA shall be subject to an integrity pact to be signed between the procuring agency and the suppliers.

Section III – Bid Data Sheet (BDS)

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

ITB Clause	Description
1.1	Procurement Title / subject of procurement**: Procurement of Qty.10 UPS (03 KVA) for Networks Equipment Installed at Airports / Locations of PAA** • Services: **N/A** • Reference Number: **HQPAA/1992/306/XXLN** • Delivery period: **within 90 days from the date of signing of the contract.** • Method of procurement: **PPRA Rule 36(b) – Single Stage Two Envelope** • Procuring Agency's website: **www.paa.gov.pk** • PPRA EPAD website: **http://eprocure.gov.pk**
5	Demonstration requirement (if any) as mentioned in the specifications.
7	Technical clarification queries shall be lodged in PPRA EPADS portal. Moreover, the address **for Technical Clarifications / Queries** is as under: **AdID. Networks HQPAA,** **CNS DIRECTORATE, HQPAA, Terminal-I, JIAP** Tel:021-9907- 2212-2327 Fax:021-9924-2518 The pre-bid meeting for this procurement case has not been pre-decided / scheduled. However, the same may be convened at procuring agency's own initiative or on any query / request of prospective bidders (decision at the discretion of PAA). The same shall be communicated to all bidders on PPRA EPADS and those who have downloaded online but also informed PAA through the request letter. In case the pre-bid meeting falls on a holiday, the same shall be convened on next working day.
9	The Language of all correspondences and documents shall be English
10	Sample requirement (if any) as mentioned in the specifications.
11 & 12	In addition to the documents specified in BDS, further requirement of documentation (if any) is as mentioned in the specifications.
13.1	Bid Validity period is **180** days from the opening of the technical Bids.
17	• The amount of Bid Security shall be as stated in the bidding documents in favor of Pakistan Airports Authority. • The bidder(s) shall furnish, as part of bid, a bid security in shape of Pay order or Bank Guarantee (As per list of acceptable banks attached and format attached Annexure-J & L), in favor of Pakistan Airports Authority. • **Original Bid Security shall be submitted physically before the bid submission deadline in sealed envelope at the address mentioned in Invitation to Bid notice and**

	in BDS below. The Bid Security copy (pay order / bank guarantee) must be attached through EPADS online. • Any bid received on EPADS portal without submission of Physical Bid Security instrument before the bid submission deadline or insufficient Bid Security will be rejected instantly. • Bid Security shall only be in the form prescribed above. Bid Security Declaration (undertaking) is not applicable / acceptable.
18	Alternative and / or conditional bids will not be permitted.
20	The number of copies of bid to be submitted physically is one Only.
21	Bids shall be submitted / uploaded online on PPRA EPADS portal.
22 & 25	The deadline for submission of Bids, address / place and the schedule for opening of bids will be as defined in Notice for Invitation to Bids or subsequent Corrigendum (if any).
31	**Evaluation Techniques** The technical evaluation shall be based on Least Cost Based Selection, after meeting all mandatory (technical) specifications/requirements, **"Individual line item basis.** **.** The financial evaluation and subsequent contract award will be awarded to the most advantageous bid on **("Individual line item basis), based on lowest cost.**
40	The successful / most advantageous bidder shall submit a Performance Bond in the shape of bank guarantee (from the list of acceptable banks attached and as per format attached at Annexure-J & K) or Pay Order equal to 10% (Ten percent) of total bid / contract value (including GST/EXCLUDING Provincial Sales Tax on Services), from any scheduled bank in Pakistan acceptable to PAA. The performance bond will be required to be submitted within 15 days from the notification of contract award. However, the submission deadline may be extended upon supplier's request with valid ground. In case of non-submission of required document within 15 days the delivery date shall be commence after the expiry of above said 15 days.
44	The physical address of Grievance Committee is; Chairman Grievances Committee (Director APS), Office of the Director APS, HQPAA, Terminal-I, JIAP

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

   https://dgip.gov.pk/visa/categories.php

Section V– TECHNICAL SPECIFICATIONS / QUALIFICATION CRITERIA

SR #	SUBJECT	Annexure
1.	INVITATION TO TENDER (I/T) FORM -- TECHNICAL AND FINANCIAL SPECIAL TERMS & CONDITIONS (IF ANY) COMPLIANCE SHEET (IF ANY)	A1&A2

PAKISTAN AIRPORTS AUTHORITY

INVITATION TO TENDER
(SUPPLY OF EQUIPMENT/STORES)
(LOCAL / FOREIGN)

PAAF-S-103
PAAF-S-103A

Technical

TENDER NUMBER 2000	DATE	BASIS
P.R.NO. 2660	QUOTATION REQUIRED BY DATE ON: 2026/07/13 11:00:00	TENDER TO OPEN AT/ABOUT DATE ON: 2026/07/13 11:30:00
SUPPLIER'S ADDRESS		
VALIDITY OF OFFER 180 Days	DELIVERY PERIOD 90 Days	TERMS ENCLOSED*

Tender Description : Proc. of Qty.10 UPs (03 KVA) for Networks Equipment Installed at Airports-HQPAA-1992-306-XXLN

SCHEDULE OF EQUIPMENT/STORES

S.NO.	Item Code	DESCRIPTION	UOM	Quantity	Unit Price	Total Price	Rebate
1	A-013-0184	3 KVA UPS	EACH	10			

Note:-

Tech. Specs. / Comp. sheets Comprising of Two (02) pages for submission of bid please follow PPRA rule 36 (b) 2004.

(b). Tech. Query if any may kindly be addressed to AdlD.Tele. & Elects. HQPAA Tel:021-9907-2210 Fax No.021-99242131

(c). Bidders are requested to read carefully & abide by the terms and conditions of the bidding documents.

(d).Quoted price should be inclusive of all applicable taxes (EXCLUDING SST) as mentioned in Bidding Documents.

TENDER'S (SUPPLIER)			
	REF	GRAND TOTAL	
SIGNATURE	DATE	SIGNATURE OF ISSUING OFFICER	
NAME	TELEPHONE		

To be submitted with Technical Offer

Note: **I/T No. HQPAA/1992/306XXLN**

- **Consignee :** OIC Logistics Center (South) Karachi
- **Inspecting Officer :** AdlD. EED JIAP Karachi
- **Compliance sheets / Technical Specs. Comprising of Two (02) pages is to be strictly followed. In case of non-compliance bid shall be rejected.**

Annexure "A-2"

PAAF-S-103
PAAF-S-103A

Financial

PAKISTAN AIRPORTS AUTHORITY

INVITATION TO TENDER
(SUPPLY OF EQUIPMENT/STORES)
(LOCAL / FOREIGN)

TENDER NUMBER 2000	DATE	BASIS
P.R.NO. 2660 SUPPLIER'S ADDRESS	QUOTATION REQUIRED BY DATE ON: 2026/07/13 11:00:00	TENDER TO OPEN AT/ABOUT DATE ON: 2026/07/13 11:30:00
VALIDITY OF OFFER 180 Days	DELIVERY PERIOD 90 Days	TERMS ENCLOSED*

Tender Description : Proc. of Qty.10 UPs (03 KVA) for Networks Equipment Installed at Airports-HQPAA-1992-306-XXLN

SCHEDULE OF EQUIPMENT/STORES

S.NO.	Item Code	DESCRIPTION	UOM	Quantity	Unit Price	Total Price	Rebate
1	A-013-0184	3 KVA UPS	EACH	10			

Note:-

Tech. Specs. / Comp. sheets Comprising of Two (02) pages for submission of bid please follow PPRA rule 36 (b) 2004.

(b). Tech. Query if any may kindly be addressed to AdlD.Tele. & Elects. HQPAA Tel:021-9907-2210 Fax No.021-99242131

(c). Bidders are requested to read carefully & abide by the terms and conditions of the bidding documents.

(d).Quoted price should be inclusive of all applicable taxes (EXCLUDING SST) as mentioned in Bidding Documents.

TENDER'S (SUPPLIER)			
	REF	GRAND TOTAL	
SIGNATURE	DATE	SIGNATURE OF ISSUING OFFICER	
NAME	TELEPHONE		

To be submitted with Financial Offer

Note : **I/T No. HQPAA/1992/306/XXLN**

- **Consignee :** OIC Logistics Center (South) Karachi
- **Inspecting Officer :** AdlD. EED JIAP Karachi
- **Compliance sheets / Technical Specs. Comprising of Two (02) pages is to be strictly followed. In case of non-compliance bid shall be rejected.**

TECHNICAL SPECIFICATION
(COMPLIANCE SHEET)
PROCUREMENTOF UPSs (3KVA), QTY-10

1. **Mandatory requirements to be submitted in Technical bid.**

   i. Bidder should be an authorized agent of OEM of offered model. Bidder to submit valid authorized agent **Certificate from OEM**.
   ii. Bidder to submit **Certificate from OEM** for the continuous supply of spares for next five years.
   iii. Bidder's **certificate** showing availability of **offices** and **established workshop** facility for the repair / maintenance of UPS(s) **at Karachi and Lahore / Islamabad.**
   iv. Bidder to submit **client list** with references (Minimum 03 Clients) where 3KVA and above UPS have been supplied in last three years.
   v. **Demo/performance test** of offered model at EED to conform compliance of specifications (within two weeks' time after tender opening).
   vi. Bidder's to submit this compliance documents dully filled, stamp and signed with technical bid.

2. **Technical Specifications.**

S. #	REQUIREMENT	RESPONSE		REMARKS
		YES	NO	
1.	Make **(Please mention in remarks column)**			
2.	Model **(Please mention in remarks column)**			
3.	Manufacturer by (OEM) **(Please mention in remarks column)**			
4.	Assembled In : **(Please mention in remarks column)**			
5.	True on-line with built-in AVR.	☐	☐	
6.	Pure sine wave / double conversion	☐	☐	
7.	0 ms transfer time.	☐	☐	
8.	Power factor 0.9.	☐	☐	
9.	Backup time 10 minute on full load (all types of load)	☐	☐	
10	UPS must accept all type of load i.e. Inductive, Capacitive and Resistive.	☐	☐	
11.	Manual bypass switch for maintenance (built-in or external acceptable)	☐	☐	
12.	Visual & audible Alarm to indicate fault condition, overload, battery operation and any change of threshold levels.	☐	☐	

Page 1 of 2

ENGR. M. KASHIF AMIN
Senior Assistant Director Networks
HQ Pakistan Airports Authority
Terminal No 1, JIAP Karachi.

S. #	REQUIREMENT	RESPONSE		REMARKS
		YES	NO	
13.	Safety / Protection against Overload at the output or fluctuation of input voltage.	☐	☐	
14.	Input voltage: 220VAC ±15%.	☐	☐	
15.	Input frequency: 50 Hz ± 5%.	☐	☐	
16.	No. of Phases: Single Phase **In** / Single Phase **Out.**	☐	☐	
17.	Output voltage 220V.	☐	☐	
18.	Output inverter wave form: Pure sine wave	☐	☐	
19.	Output frequency: 50 Hz (auto sensing)	☐	☐	
21.	**Battery Bank.** • **Built in** (Preferable) • **External:** Standard design casing with wheels (heavy duty). For easy test / replacement of batteries. (Casing required without batteries)	• ☐ • ☐	• ☐ • ☐	
22.	**Battery Charger.** Charger should be of appropriate rating to support charging of internal battery bank and external battery bank (**if used**). **Specify** maximum rating of charger unit.	☐	☐	
23.	One Set of User/ Operational Manual will be provided with each UPS. (Free of Cost)	☐	☐	
24.	Suppliers capability to execute maintenance contract of UPSs (with parts) for three years after warranty within PAA airports/ Locations. (Optional) (SLA cost not to be included in financial offer)	☐	☐	
25.	**UPS Warranty:** • **12 Months**(from the date of issuance of CRV from PAA) • (Unconditional replacement with new UPS, if not repairable under warranty)	• ☐ • ☐	• ☐ • ☐	
26.	**Battery Warranty:** • **12 Months** (unconditional replacement warranty) • From the date of issuance of CRV from PAA	• ☐ • ☐	• ☐ • ☐	

3. **Criteria to qualify Technically:**

i) Bidder's must fulfill all mandatory requirements as per para 1and technical compliance of all technical specifications as per para 2 in order to qualify technically.

ENGR. M. KASHIF AMIN
Senior Assistant Director Networks
HQ Pakistan Airports Authority
Terminal No 1, JIAP Karachi.

PAKISTAN AIRPORTS AUTHORITY HQs

Section VI–Standard Forms

SR #	SUBJECT	Annexure
2.	BIDDING FORM (TECHNICAL BID)	B
3.	BIDDING FORM (FINANCIAL BID)	C
4.	BID SUMMARY SHEET (TECHNICAL)	D
5.	BID SUMMARY SHEET (FINANCIAL)	E
6.	GENERAL TERMS & CONDITIONS OF INVITATION TO TENDER	F
7.	LETTER OF BID – TECHNICAL PROPOSAL	G
8.	BIDDER INFORMATION FORM	H
9.	SPECIMEN OF BANK GUARANTEE AS BID SECURITY	J
10.	SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND	K
11.	LIST OF ACCEPTABLE BANKS FOR BANK GUARANTEES	L

ANNEXURE – B

BIDDING FORM (TECHNICAL BID)

PAKISTAN AIRPORTS AUTHORITY,
LOGISTICS ANS HQPAA,
LOGISTICS CENTER SOUTH
KARACHI.

Gentlemen,

Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver **Procurement of Qty.10 UPS (03 KVA) for Networks Equipment Installed at Airports / Locations of PAA in** conformity with drawings, specifications of goods and conditions of Bidding Documents.

1. We undertake if our bid is accepted, to commence delivery within _____ days (Please specify days) from the date of receipt of your firm Purchase Order / Contract.
2. If our bid is accepted, we will provide the Performance Bond equal to 10% (Ten Percent) as agreed, of the Purchase Order / Contract amount including GST {excluding SST on services}, for due performance of the purchase order.
3. We agree to abide by all the terms & conditions of the bidding documents for the period of _ __ days from the opening of technical proposal & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.
4. Until a formal Purchase Order / contract is executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We under-stand that you are not bound to accept the lowest priced (Total Bid Value) or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of
_____

(Signature of Witness)

Name: - _____

CNIC:- _____

ANNEXURE - C

BIDDING FORM (FINANCIAL BID)

PAKISTAN AIRPORTS AUTHORITY,
LOGISTICS ANS HQPAA,
LOGISTICS CENTER SOUTH
KARACHI.

Gentlemen,

Having examined the Bidding Documents including the **specifications, I/T terms and conditions,** the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver **Procurement of Qty.10 UPS (03 KVA) for Networks Equipment Installed at Airports / Locations of PAA** in conformity with drawings, specifications of goods and conditions of Bidding Documents for the sum of Rs._____(Total bid amount in words) _____ (including GST {excluding SST on Services}) or such other sum as may be ascertained in accordance with the said conditions.

1. Until a formal Purchase Order / contract is executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced (Total Bid Value) or any bid you may receive.

Dated this _____ day of _____ 20___

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of
_____

(Signature of Witness)

Name: - _____

CNIC:-_____

ANNEXURE – D

BID SUMMARY SHEET
INVITATION TO BID NO. HQPAA/1992/306/XXLN

Description: **PROCUREMENT OF QTY.10 UPS (03 KVA) FOR NETWORKS EQUIPMENT INSTALLED AT AIRPORTS / LOCATIONS OF PAA**

(TO BE ATTACHED WITH TECHNICAL BID)

1. Bidder Name: _____

   Address: _____

   Phone, mobile& Fax No: _____

   E-mail address: _____

2. Manufacturer Name: _____

   Country of Origin: _____

3. Items Quoted: (Sr. No) _____

4. Validity of Bid Security (Expiry Date): _____

5. Price Validity: _____

6. Offered Delivery Period: _____

7. GST Registration No: _____

8. Bidding Form (Annexure-A-1 Attached with Technical Bid): Yes No

9. Bid Security Attached with Technical Bid: Yes No

10. Instrument number of Bid Security: _____

11. Any Deviation: _____

Signature _____

Name & Designation_____

ANNEXURE – E

BID SUMMARY SHEET
INVITATION TO BID NO. HQPAA/1992/306/XXLN

Description: **PROCUREMENT OF QTY.10 UPS (03 KVA) FOR NETWORKS EQUIPMENT INSTALLED AT AIRPORTS / LOCATIONS OF PAA**

(TO BE ATTACHED WITH FINANCIAL BID)

1. Bidder Name: _____

   Address: _____

   Phone, mobile& Fax No: _____

   E-mail address: _____

2. Manufacturer Name: _____

   Country of Origin: _____

3. Items Quoted:(Sr. No) _____

4. Price Validity: _____

5. Total Price: Rs. _____
   (Inclusive of GST& all Govt. taxes, **{excluding SST on services}**)

6. Offered Delivery Period: _____

7. GST Registration No: _____

8. Bidding Form (Annexure-**"A-2"** attached with financial bid): Yes No

9. Any Deviation: _____

Signature _____

Name & Designation_____

GENERAL TERMS AND CONDITIONS /
GENERAL INSTRUCTIONS TO BIDDERS

1. Bids will be opened in the public at Logistics (ANS) branch, Headquarters, Pakistan Airports Authority on the date and time mentioned in I/T form. If it is holiday/off day on the date of opening, the tender will be opened on next working day at the same time and place.
2. Procedures for open competitive bidding
Single stage two envelops bidding procedure shall be applicable as per PP Rule-2004 Clause No. 36 (b). Bids shall be submitted online on PPRA EPADS Portal. Whereas, for physical bid, the Technical and Financial proposals should be in separate SEALED envelopes, thereafter, both envelops the (Technical and Financial) be put in one envelop (second cover) duly sealed, signed and addressed to Additional Director Logistics (ANS) HQPAA mentioning I/T No. date and time of opening. Bid must be dropped in Tender Box placed at Logistics (ANS) Branch, Logistics Centre (south) JIAP Karachi, before 30 minutes of tender opening time (as per tender notice)
3. Non-receipt of bid or late submission of the bid shall not be entertained.
4. Bid should be typed (legible) written both in figures and words. Over written/erased, mutilated/doubtful quotation and bearing non-specified delivery period may likely be rejected.
5. The successful bidder to furnish pre-requisites of contract i.e. Non-judiciary stamp papers and other documents within 15 calendar days along with a performance Bond @ 10% of the total contract value, in shape of Bank Guarantee (as per the list of acceptable banks attached at Annexure-L) /Pay order /Demand draft of the total contract value, in favor of PAKISTAN AIRPORTS AUTHORITY at the Time of signing of the CONTRACT for the satisfactory execution of contract including the completion of warranty period. The signatory from the supplier side on contract documents should be the proprietor of sole proprietorship, Director / MD of the companies or authorized Personal. In case of non-submission of required document within 15 days the delivery date shall be commence after the expiry of 15 days. However, the submission deadline may be extended upon suppliers request with valid ground.
6. PAA reserves the right to inspect the quoted/offered items/equipment before or after the confirmed order through any agency/person of its choice.
7. Only one bid as per I/T specifications would be acceptable. ALTERNATE bid(s) would not be acceptable.
8. Bidder shall quote firm and final PRICES. The bid prices should be inclusive of GST on equipment & all other applicable federal/provincial taxes, Govt./Local taxes and stamp duties (EXCLUDING SST on services) or any change therein prevalent as on 14 days prior to the date of submission of bids. Contract shall be executed with the Most Advantageous bidder on stamp duties (on non-judicial stamp papers) as per the Stamp Fee Rates, The stamp Act, 1899 for the contracts, applicable in province of Sindh, of the total contract value. Price variation/conditional clause will not be acceptable. Items offered should bear complete details like brand, manufacturer's name/part drawing number, detail specifications and COUNTRY OF ORIGIN/COUNTRY OF ASSEMBLING etc.
9. Bid must accompany technical literatures/brochures if any.
10. Sample, if required (and mentioned in bidding documents) with bid, shall be supplied free of charge and without any obligation to the PAA.
11. Conditional bid will not be acceptable and is likely to be REJECTED.
12. A grievance committee has been constituted in PAA to redress the grievances of the bidders in accordance to PP Rule-2004 Clause No.48.
13. Sanctity of bid will be observed meticulously. Any firm/bidder found persistently violating bid sanctity either by post-bid correspondence or by revising the terms of bids to the disadvantage of the Most Advantages bidder will be disqualified for the specific bid.
14. TENDER FORM S-103A (Technical) should be submitted with **(A-1)** on individual line item basis along with the **Technical bid without prices** and TENDER FORM S-103A (Financial) should be submitted **(A-2)** along with financial bid with all columns carefully filled, duly signed and stamped.
15. The firm/bidder may submit their bid in detail separately (if desired) along with I/T Form S-103A.
16. The Procuring Agency may reject all bids or proposals in accordance with PP Rules-2004 Clause No. 33.
17. THE BID RECEIVED WITHOUT BID SECURITY OR SHORT OF PRESCRIBED BID SECURITY AMOUNT MENTIONED IN THE ADVERTISEMENT WILL BE REJECTED OUT RIGHTLY AND WILL NOT BE CONSIDERED FOR FURTHER PROCESSING. BID SECURITY ONLY IN SHAPE OF BANK DRAFT/PAY ORDER, BANK GUARANTEE FROM (AS PER THE LIST OF BANKS ATTACHED) ANNEXURE-L, IN FAVOUR OF PAKISTAN AIRPORTS AUTHORITY WOULD BE ACCEPTABLE (SUBJECT TO VERIFICATION). KINDLY ENSURE THAT THE BID SECURITY IS ATTACHED WITH THE TECHNICAL BID. COPY OF BID SECURITY TO BE ATTACHED WITH THE FINANCIAL BID.
18. The Bid Security should remain Valid till the period of Bid Validity.
19. The Bid Security shall be forfeited:
a) If a bidder breaches the I/T terms, or withdraws its bid during the period of bid validity, and / or involved in post-tendering, except clarifications.
b) In case the successful bidder(s) breaches the I/T terms and or fails to furnish Performance Bond as per above clause No.5.
20. The bidder shall provide the Material Safety Data sheet where applicable.
21. The SUCCESSFUL BIDDER shall submit the evidence / proof of Active taxpayer status (ATL) with F.B.R, DUTY and TAXES at the time of submission of BILLS/INVOICES for payment as per directive of Government of Pakistan.
22. Arithmetical errors found (if any) will be corrected as follows:
a) Where there is a discrepancy between amount in figures and words, the amount in words will prevail.
b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless in the opinion of the PAA there is an obvious misplacement of the decimal point in the unit price or a gross error in the price, in which case the total price as quoted shall govern and the unit price shall be corrected;
23. Sample Contract and its General Terms & Conditions are attached on reversed of IT form which shall be part of original contract in future. However, the contract clauses might vary at the time of execution of the contract.
24. "Days" wherever referred means "Calendar days" unless otherwise specified.
25. Any condition mentioned by the bidder in addition / contradiction to PAA's terms and conditions shall not be entertained. PAA's terms and Conditions shall have full overriding effect in this case.
26. The evaluation (technical and financial) of bid shall be based on **(Individual line item basis)** and the contract will also be awarded to the Most Advantageous bid on **(Individual line item price on lowest cost basis)**.
27. The financial evaluation and contract award to the most advantageous bidder will be based on **(Individual line item price on lowest cost basis)**.
28. PAA reserves the right to reject/eliminate/rationalize any or all items & quantities from the proposal due to any valid reason which shall be communicated to supplier on request.

SIGNATURE/RUBBER STAMP OF BIDDER

ANNEXURE - G

Letter of Bid – Technical Proposal

Date of this Bid submission:
I/T (Reference) No.: **HQPAA/1992/306/XXLN**
Title: Description: **PROCUREMENT OF QTY.10 UPS (03 KVA) FOR NETWORKS EQUIPMENT INSTALLED AT AIRPORTS / LOCATIONS OF PAA**

To: **PAKISTAN AIRPORTS AUTHORITY**
LOGISTICS ANS BRANCH

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

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

In submitting our Bid, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 2;
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by PAA based on execution of a Bid Security or any other Declaration in the Procuring Agency's country in accordance with the bidding documents;

Conformity: We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Bidding Documents the following Goods: [**Procurement of Qty.10 UPS (03 KVA) for Networks Equipment Installed at Airports / Locations of PAA**];

(d) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 16 (as amended, if applicable) from the date of Bid submission deadline specified in BDS 22 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
(e) **Performance Security**: If our Bid is accepted, we commit to provide a performance security in accordance with the bidding document;
(f) **One Bid per Bidder**: We are not submitting any other Bid(s) and we are not participating in any other bid(s) in any form in this procurement case;
(g) **Suspension and Debarment**: We, along with any of our manufacturers, or service providers for any part of the 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 PAA. Further, we are not ineligible under Pakistan laws;
(h) **State-owned enterprise or institution**:
[*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of bidding document including submission of bid security*];
(i) **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;
(j) **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
(k) **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 the Bidder:
Name of the person duly authorized to sign the Bid on behalf of the Bidder:

Title of the person signing the Bid:

Signature of the person named above:

Date signed [ ]

ANNEXURE - H

I/T (Reference) No.: **HQPAA/1992/306/XXLN**

Title : Procurement of Qty.10 UPS (03 KVA) for Networks Equipment Installed at Airports / Locations of PAA

Bidder Information Form

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

1. Bidder's Name
2. Bidder's country of registration:
3. Bidder's year of registration:
4. Bidder's Address in country of registration:
5. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:

ANNEXURE - J

SPECIMEN OF BANK GUARANTEE AS BID SECURITY

Guarantee # : _____
Date of Issue : _____
Date of Expiry : _____
Amount :

PAKISTAN AIRPORT AUTHORITY
HEADQUARTERS, TERMINAL – 1
Karachi.

In consideration of _____hereinafter called

"THE BIDDER" HAVING SUBMITTED THE ACCOMPANYING Bid and in consideration of value received from (the bidder above), we hereby agree to undertake as follows:

1. To make unconditional payment of Rs. _____ (Rupees _____ _____) up on your written demand without further recourse, question or reference to the BIDDER or any other person in the specified Bid after opening of the same for the validity thereof or if no such period be specified, within 180 days after the said opening or if the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity:

    a) Fails or refuses to execute the Purchase Order / contract in accordance with the instructions to the Bidders, or

    b) Fails or refuses to furnish Performance Bond in accordance with the instructions to Bidders.

2. To accept written intimation(s) from you as conclusive and sufficient evidence of the existence of a default or non-compliance as aforesaid on the part of the BIDDER and to make payment accordingly within 03 (three) days of receipt of the written intimation.

3. No grant of time or other indulgence to or composition or arrangement with the Bidder in respect of aforesaid Bid with or without notice to us shall affect this Guarantee and our liabilities and commitments hereunder.

4. This guarantee shall be binding on us and our successors in interest and shall be irrevocable.

(BANKER)

ANNEXURE -K

SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND

Guarantee # _____
Date of issue :- _____
Date of expiry:-_____
Amount :- _____

PAKISTAN AIRPORTS AUTHORITY
HQs TERMINAL No.1
Karachi.

THIS BOND dated ----------has been executed by M/S---------- (Hereinafter referred to as the "Surety") having its registered office at _____ in favour of the Pakistan Airports Authority, Terminal No.1 HQs J.I.A.P, Karachi Pakistan (hereinafter referred to as the "Authority") under the circumstances , terms and conditions set –forth herein below:

WHEREAS the Authority and the supplier, namely M/s.---------- have entered into as contract for the supply of the stores, hereinafter referred to as the "Contract" in conformity with the terms and conditions thereof.

NOW THIS BOND WITNESSES AS UNDER:

1. That we M/s.----------(The Surety) hereby guarantee that the supplier shall fulfill all the obligations under the Contract and if he fails or commits default in fulfillment of any of the obligations under the said Contract, we shall be liable unconditionally to the Authority for the payment of the amount in respect of which they have so failed not exceeding Rs.----------Being 10% Ten Percent of the contract price.
2. That for the payment of the amount to the authority, the supplier and the Surety binds themselves, their heirs successors and legal representative, jointly and severally by these presents.

3. NOW THE CONDITION OF THIS BOND is that if the supplier shall duly perform and observe all the terms, provisions, conditions and stipulations of the said Contract on the supplier's part to be performed and observed accordingly, to the true purpose, intent and meaning hereof as determined by the authority who shall be the sole judge in the matter , or if on default by the Supplier for which the Authority shall be sole judge, the Surety shall satisfy and discharge the damages sustained by the Authority thereby as certified and demanded by the authority, without calling into question such demand on any ground whatsoever and without reference to the supplier, upto the amount of the above written Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in terms of the said Contract made by agreement, between the Authority and the supplier or in the extend or nature of the supply under the contract and no allowance of time by the Authority under the said contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the Authority, shall in any way release the Surety from any liability under this Bond.

4. WE AGREE that this Bond shall be irrevocable and the guarantee hereby given shall be continuing guarantee and that a certificate signed by the Authority, stating that the Bond has become due, will be sufficient proof of its forfeiture and we shall pay to the Authority the amount so demanded forthwith unconditionally, without any further proof of any kind whatsoever.

SIGNATURE, SEALED AND DELIVERED BY THE_____

Name of surety_____

(Address of Surety) _____

And_____

Contractor_____

Registered Office address of the Contractor

SIGNATURE_____NAME_____

In the presence_____

SEAL WITH SIGNATUR

ANNEXURE -L

LIST OF BANKS FOR PERFORMANCE BOND/ BANK GUARANTEES

1. It is informed that the Irrevocable Bank Guarantees duly issued by following banks would be acceptable to PAA.

S. No.	Name of Banks
1	National Bank of Pakistan
2	Sindh Bank Limited
3	The Bank Of Punjab
4	Allied Bank Limited
5	Askari Bank Limited
6	Bank Al-Habib
7	Faysal Bank Limited
8	Habib Bank Limited
9	Habib Metropolitan Bank Limited
10	JS Bank Limited
11	MCB Bank Limited
12	Samba Bank Limited
13	Soneri Bank Limited
14	Standard Chartered Bank (Pakistan) Limited
15	United Bank Limited
16	Industrial and Commercial Bank of China Limited
17	Al Baraka Bank (Pakistan) Limited
18	Bank Islami Pakistan Limited
19	Dubai Islamic Bank (Pakistan) Limited
20	Meezan Bank Limited

SECTION VII – General Conditions of Contract (GCC)

(This section contains generic / sample conditions of contract. Actual conditions of contract may vary at the time of signing of contract with most advantageous bidder)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

a) "**Authority**" means Public Procurement Regulatory Authority.

b) The "**Arbitrator**" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.

c) The "**Contract**" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

d) The "**Commencement Date**" is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e) "**Completion**" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.

f) "**Country of Origin**" means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.

g) The "**Contract Price**" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

h) "**Defective Goods**" are those goods which are below standards, requirements or specifications stated by the Contract.

i) "**Delivery**" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

j) "**Effective Contract date**" is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3.

k) "**Procuring Agency**" means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.

l) "**Related Services**" means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

m) "**GCC**" means the General Conditions of Contract contained in this section.

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

o) "**SCC**" means the Special Conditions of Contract.

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

q) "**Procurement Name**" means the name of the procurement stated in SCC.

r) "**Day**" means calendar day.

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

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

u) "**Origin**" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

v) "**Force Majeure**" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

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

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

x) The **Supplier's Bid** is the completed Bid document submitted by the Supplier to the Procuring Agency.

2. Application and interpretation

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

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

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

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

3. Conditions Precedent

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

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

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

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

4. Governing Language

4.1 The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.

5. Applicable Law

5.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

6. Country of Origin

6.1 The origin of Goods and Services may be distinct from the nationality of the Supplier.

7. Standards

7.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.

8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan

8.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

8.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.

8.3 Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

8.4 The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the procurement to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.

9. Patent and Copy Rights

9.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.

9.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

10. Performance Security (or Guarantee)

10.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

10.2 The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

10.3 The Performance Security (or Guarantee) shall be in one of the following forms:

a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or

b) A cashier's or certified check.

10.4 The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

11. Inspections and Test

11.1 The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

11.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

11.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.

11.4 The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

11.5 Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.

12. Packing

12.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

13. Delivery and Documents

13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.

13.2 For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," "FOR" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

13.3 Documents to be submitted by the Supplier are specified in SCC.

14. Insurance

14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

15. Transportation

15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Installation Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

16. Related Services

16.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;

b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

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

17. Spare Parts

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

a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

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

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

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

18. Warranty/ Defect Liability Period

18.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.

18.2 This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

18.3 The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

18.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

18.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

19. Payment

19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

19.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.

19.3 Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.

19.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.

19.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.

20. Prices

20.1 The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

20.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.

21. Change Orders

21.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following:

a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

b) The method of shipment or packing;

c) The place of delivery; and/or

d) The Services to be provided by the Supplier.

22. Contract Amendments

22.1 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.

22.2 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22.3 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

23. Assignment

23.1 Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

24. Sub-contracts

24.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

24.2 Subcontracts must comply with the provision of GCC Clause 5.

25. Delays in the Supplier's Performance

25.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

25.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

25.3 Except as provided under GCC Clause 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

26. Liquidated Damages

26.1 Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 27.

27. Termination for Default

27.1 The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 26; or

b) the Supplier fails to perform any other obligation(s) under the Contract;

c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC;

d) the supplier has abandoned or repudiated the contract.

e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment;

g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and

h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause:

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

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

28. Termination for Force Majeure

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

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

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

29. Termination for Insolvency

29.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

30. Termination for Convenience

30.1 The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

30.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and / or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

31. Disputes Resolution

31.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.

31.2 After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

32. Procedure for Disputes Resolution

32.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.

32.2 The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

33. Replacement of Arbitrator

33.1 Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.

34. Limitation of Liability

34.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8,

a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

35. Notices

35.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.

35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

36. Taxes and Duties

36.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.

36.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

36.3 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION VIII – Special Conditions of Contract (SCC)

(This section contains generic / sample conditions of contract. Actual conditions of contract may vary at the time of signing of contract with most advantageous bidder)

Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Definitions	
1	1.1 (d)	The **"Commencement Date"** of the contract shall take effect from the date of signing of contract by the both parties or as notified by purchaser to the supplier via the letter of (intent/acceptance), which is earlier.
2	1.1 (g)	The "**Contract Price**" is the total contract value stated in Annexure "A" BOQ / Schedule of Stores of the contract and Form of Contract.
3	1.1 (j)	The contract shall be "**Effective"** from the date of signing of contract by the both parties or from the date as per the letter of (intent/acceptance). The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties or as per the Letter of (intent/acceptance).
4	1.1 (k)	The Procuring Agency is: [**PAKISTAN AIRPORTS AUTHORITY HEADQUARTERS, TERMINAL-I, JIAP, KARACHI**]
5	1.1 (n)	**Intended delivery date**: The delivery period under the contract is within **90 days from the date of singing of the contract.**
6	1.1 (p)	The **Supplier** is: [----------]
7	1.1 (q)	The title of the subject procurement is: **Procurement of Qty.10 UPS (03 KVA) for Networks Equipment Installed at Airports / Locations of PAA**
8	1.1 (t)	**"End User"** means PAKISTAN AIRPORTS AUTHORITY
9	1.1 (w)	**"Specification"** means the specification of goods and performance of incidental services (if any) as stated in Annexure "A" BOQ / Schedule of Stores of the contract.
	Application and Interpretation (GCC 2)	
10	2.3	
	Conditions Precedent (GCC 3)	
11	3.1	The contract shall come into effect as per the letter of (intent/acceptance) subject to signing of contract by both parties. The supplier is required to submit non-judicial stamp papers and performance bond as per GCC clause 10 and SCC clause 16-18.
12	3.3	No certificate of commencement is required under this contract. The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties or as per the Letter of (intent/acceptance).
	Governing Language (GCC 4)	
13	4.1	The Governing Language shall be: English
	Applicable Law (GCC 5)	
14	5.1	The Applicable Law shall be : Laws of the **Pakistan**
	Country of Origin (GCC 6)	
15	6.1	Country of Origin is [----------]
	Performance Security (or guarantee) (GCC 10)	
16	10.1	In addition to GCC clause 10.1: - For due, satisfactory and timely supply of the Equipment or Stores, the Supplier shall furnish to Pakistan Airports Authority a Performance Bond or Security Deposit of **10% (Ten percent)** of the total value of the contract at the time of signing of this contract within 15 days**,** In case of non-submission of required document within 15 days the delivery date shall be commence after the expiry of 15 days. However, the submission deadline may be extended upon suppliers request with valid ground. The Supplier shall keep the Performance Bond or Security Deposit valid till satisfactory completion of the contract, including the completion of warranty period.

		The Supplier shall warranty the Stores for a period of of **(UPS WARRANTY : 12 Months from the date of issuance of CRV (Certificate Receipt Voucher) by PAA. (Unconditional replacement with new UPS with same brand and specification, if not repairable under warranty), and BATTERY WARRANTY: 12 Months from the date of issuance of CRV (Certificate Receipt Voucher) by PAA. (Unconditional replacement with new Battery with same brand and specification, if not repairable under warranty)** Or from the date of receipt in the Consignee's Warehouse whichever is applicable, against any design or manufacturing defect, bad workmanship or faulty material.
17	10.3	This Performance Bond or Security Deposit shall be in shape of: - a) Demand Draft or Pay Order in the name of Pakistan Airports Authority, Karachi from any scheduled bank of Pakistan. **OR** b) Bank Guarantee from a bank acceptable to PAA on approved format.
18	10.4	(a) The Supplier shall have no claim against the Purchaser in respect of interest on Security Deposit or depreciation of currency, what so ever. (b) On satisfactory performance of the contract and completion of warranty period, as applicable, the Security Deposit / Performance Bond in shape of Pay Order of Bank Guarantee will be returned to the Supplier upon request. (c) In case of unsatisfactory performance of the Supplier or in the event of any breach of terms, given in the contract till completion of warranty period, the Purchaser may forfeit the Security Deposit or en-cash the Performance Bond in all or in part as deemed fit and proper by the Purchaser.
	Inspections and Tests (GCC 11)	
19		(1) An inspection of the Stores be arranged at Consignee's premises (or at the Supplier premises) by Inspecting Officer or his representative to check the quality of the Stores (as define in the technical specification), and the Inspecting Officer will sign or issue the acceptance or rejection certificate. (2) Where the items have been delivered after the expiry of delivery period, or beyond the provisions of partial delivery or any other provision where in complete delivery of items is required to be made by the supplier, it must be ensured that the complete items qualify the inspection by the purchaser as per the requirement. If in case of partial quantity of the items fails during inspection under the scenario, the complete delivery shall be deemed to be rejected and the effective date of complete delivery and acceptance shall be considered after items have been replaced by the Supplier subject to inspection (3) Rejected Stores, if left uncollected at the Purchaser i.e., Pakistan Airports Authority's premises, shall be at the Supplier's risk and expense. Damaged Stores shall not be accepted. The Supplier shall remove the rejected or damaged Stores within 7 days at his expense. (4) The inspection can also include FAT, SAT, FSAT or any combination thereof as specified in the contract. (if any).
	Packing (GCC Clause 12)	
20	12.2	The following SCC shall supplement GCC Clause 12.2: The Goods shall be packed properly in accordance with standard export packing. The goods shall be duly and appropriately packed in original manufacturer packing. No loose Stores shall be accepted at the time of delivery. It will be the sole responsibility of supplier to ensure that the goods are packed in appropriate way for stowage, handling, loading, transportation, and un-loading, installation, or any other requirement.
	Delivery and Documents (GCC Clause 13)	
21	**13.1 (a)**	The Supplier shall deliver the stores, mentioned in Annexure A to the consignee within **90 days from the date of singing of the contract .**The supplier shall deliver the goods with the delivery challan and other requirements as are finalized at the time of signing of contract with the most advantageous bidder.

22	13.2 (b)	**Part Delivery/ Part Payment is allowed based on the discretion of procuring agency (if applicable).**
	Insurance (GCC Clause 14)	
23	14.1	Complete responsibility of any nature of risk whatsoever shall be with the supplier till the delivery / installation of equipment at the location specified by the procuring agency under the contract.
	Transportation (GCC Clause 15)	
24	15	The supplier shall be completely responsible to ensure safe transportation of goods in appropriate way for handling, loading, transportation, and un-loading, installation, or any other requirement till the final destination / consignee as per contract.
	Related Services (GCC Clause 16)	
25	16.1	The supplier shall be responsible to perform all incidental services as mentioned in the BOQ / Schedule of Stores.
	Spare Parts (GCC Clause 17)	
26	17.1	The supplier shall provide the Spare Parts as mentioned the BOQ / Schedule of stores (if any) within the prescribed delivery period.
	Warranty (GCC Clause 18)	
27	18.2	GCC Clause 18.2—In partial modification of the provisions, the following shall be complied: The Supplier shall warranty the Stores for a period of **(UPS WARRANTY : 12 Months from the date of issuance of CRV (Certificate Receipt Voucher) by PAA. (Unconditional replacement with new UPS with same brand and specification, if not repairable under warranty),** **and** **BATTERY WARRANTY**: **12 Months from the date of issuance of CRV (Certificate Receipt Voucher) by PAA. (Unconditional replacement with new Battery with same brand and specification, if not repairable under warranty) Or from the date of receipt in the Consignee's Warehouse** whichever is applicable, against any design or manufacturing defect, bad workmanship or faulty material. In case of any defect, fitment problem or discrepancy of any nature whatsoever, the Supplier shall replace defective Equipment and/ or Store free of cost. In case supplier fails to replace the defective Store and or **Any Part/ Equipment of the items within 45 days of intimation by the Purchaser**, the Supplier shall refund the cost of the Stores in currency in which received within 15 days, after the above mentioned 45 days, otherwise the Purchaser shall have the right to take action under GCC clause 27 of the contract and/ or forfeit the Performance Bond or Security deposit. The Supplier shall warranty the Stores for a period of of **(UPS WARRANTY : 12 Months from the date of issuance of CRV (Certificate Receipt Voucher) by PAA. (Unconditional replacement with new UPS with same brand and specification, if not repairable under warranty),** **and** **BATTERY WARRANTY**: **12 Months from the date of issuance of CRV (Certificate Receipt Voucher) by PAA. (Unconditional replacement with new Battery with same brand and specification, if not repairable under warranty)** **(Also refer RFP 'warranty' page no.02)**
28	18.4&18.5	Turnaround time for rectification should not be more than 45 days
	Payment (GCC Clause 19)	
29	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment under the contract shall be made in **Pakistani Rupee (PKR)** after successful delivery (and installation, training, commissioning as specified in the contract) by supplier as per contract subject to inspection and acceptance of items by Procuring Agency and submission of complete & accurate bill by supplier along with requisite documents. However, the payment terms, milestones, conditions etc. may be mutually decided with the most advantageous bidder during contract signing stage.
30	19.2	The Supplier shall submit the following documents in original / copy (as specified) to Additional Director Log (ANS) HQ PAA JIAP, Karachi, for processing payment against the contract: -

		i. Original Bill/invoice (in triplicate). ii. Original Sales tax invoice. iii. Copy of Contract & Amendment (if any). iv. Copy of CRV v. Copy of NTN Certificate & Active Taxpayer Evidence (Sales Tax). vi. Copy of professional Tax Certificate (2025-2026) vii. Original Bank Account Detail. viii. Original Installation & Commissioning Certificate / Job Completion Certificate (Where applicable) ix. Original Training Certificate (Where applicable) x. Original FAT / SAT Certificate (Where applicable). In case of Imported items where Tax exemption has been claimed, the following documents shall also be submitted by supplier in addition to documents specified above: i. Copy of Bill of Entry / Customs import documents. (GD-I) (the purchaser reserves the right to verify the GD through online Customs / WEBOC portal for which the supplier may be asked to detail a representative for verification on WEBOC system). ii. Original Affidavit on (stamp paper) for Exemption of Income Tax. iii. Original Undertaking Exemption of Income Tax on letter head.
31	19.3	(a)Payments of the stores shall be made within 60 days upon issue of receipt voucher indicating receipt of the store by the purchaser without any discrepancy / defect and submission of bill with complete documents without any error / omission / discrepancy or any defect. (b)In any case payment shall be made to supplier after the signing of contract. (c) The supplier shall be responsible for completeness and genuineness of the documents / invoices submitted for payment. The procuring agency shall not be responsible for non-payment / late payment of invoices if incomplete / inaccurate documents are submitted by supplier. (d) The Supplier shall ensure due payments of all the duties and taxes including that of Federal Government or the Provincial Government excluding provincial Service Tax and submit an under taking that all Government taxes for the supply of goods (and allied services if any) have already been paid or submit proof of such payments at the time of submission of bills for payment.
32	19.4	The currency of payment shall be **Pakistani Rupee (PKR).**
33		There shall be no interest on the late payment made by Procuring Agency. However, procuring agency will make payments subject to the conditions that the payment / billing documents submitted by the supplier are clear, accurate, as per the deliverables, free from any error or defect and are wholly complete in all respects.
	Price (GCC Clause 20)	
34	20.1	There shall be no adjustment of prices except any change / modification in sales tax by Government and deletion of item (or service) or reduction of quantity as mutually agreed. The decision of Procuring Agency in this case shall be final and binding. An amendment to the contract will be required as per GCC Clause 22 (SCC Clause 36). The prices mentioned in Annexure “A”, are firm and final subject to condition above.
	Change Orders (GCC Clause 21)	
35		The specification of items in BOQ may be changed / modified to offer higher / better / upgraded model on request of supplier subject to acceptance and decision of purchaser. The supplier may be asked to produce all relevant documentation from OEM in this context.
	Contract Amendments (GCC Clause22)	

36	22.1	The contract may be amended or modified with the mutual consent and/or agreement in writing by both the parties to the contract. The provisions of GCC clauses 13, 20, 21, and 36 along with SCC Clauses 21, 34, 35 and 45 or any other clauses can be amended with mutual consent.
	Sub-contract / Subcontracting (GCC Clause 24)	
37	24	Subcontracting is not allowed under this contract and the supplier having submitted the most advantageous bid and awarded the contract shall be responsible for complete execution of contract.
	Delay in the Supplier's Performance (GCC Clause25)	
38	25.2	(a) If the delay in supplier's performance is due to any event falling under GCC Clause 1.1(v) Force Majeure, the supplier shall submit the request with complete and accurate documents along with timeline of events for consideration by purchaser. (b) The supplier's request along with documentary evidence may be evaluated by the purchaser to ascertain if the grounds for delay are established by supplier pursuant GCC Clause 1.1(v) Force Majeure. If agreed by purchaser, an amendment to the contract would be signed by both parties as per GCC Clause 22 and SCC Clause 36.
	Liquidated Damages (GC Clause 26)	
39	26.1	i. The Purchaser shall have the right to impose liquidated damages at the rate of two percent (2%) per month of the value of the late delivered Stores, installation / commissioning, training or any part thereof for the period exceeding the delivery period, subject to the provision that the total amount thus levied shall not exceed ten percent (10%) of total Contract value of the late delivered Stores (including installation / commissioning), training etc. The Liquidated damages shall not be imposed if the supplier completes the contract execution within the grace period (after the delivery period) **i.e. 10% of the delivery <u>period but not exceeding 09 Days.</u>** However, if the contract execution is delayed beyond the grace period, then the grace period shall also be included in delay period for the calculation of L.D charges. ii. The liquidated damages shall not be applicable or partly applicable if the grounds for delay are established by supplier pursuant GCC Clause 1.1(v) Force Majeure, subject to acceptance by purchaser. If agreed by purchaser, an amendment to the contract would be signed by both parties as per GCC Clause 22 and SCC Clause 36. iii. In case of extension in delivery period, the grace period will not be allowed.
	Termination for Default (GCC Clause 27)	
40		In addition to GCC clause 27:- If the Supplier fails to deliver the Stores/Equipment (or services if any) or any part thereof to the Consignee within the prescribed period or within such extended period as may be agreed in writing by both the parties, the Purchaser shall on expiry of grace period i.e. 10% of the Delivery period be entitled to take either of the following actions: - (a) To cancel / terminate the contract and / or forfeit the Security Deposit as per SCC Clause 18 { 10.4(c) } of this contract after giving '**seven days**' written notice to the Supplier and / or initiate case for blacklisting as per PPRA rule 19 (where applicable). OR (b) To cancel the contract and or purchase from elsewhere the defective or the un-supplied Stores at the risk and expense of the Supplier, after giving him **seven days'** written notice. The Supplier shall be liable for any loss, which the Purchaser may sustain on this account, but shall not be entitled to any gain on repurchase. In such scenario, the purchaser reserves the right to recover the amount from any pending bill / payment or performance guarantee of the supplier from any contract / purchase order of supplier across PAA.
	Dispute Resolution (GCC Clause 31)	

41		In case of any difference or dispute arising between the Purchaser and the Supplier in respect of the interpretation, conduct or performance of any terms & conditions of this contract, the same shall be referred to DG PAA (arbitrator) for decision, which shall be final and binding upon both the parties to this contract.
	Procedure for Dispute Resolution (GCC Clause 32)	
42	32.3	3. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 28 (twenty eight) days following a notice sent by one Party to the other Party in this regard. 4. At future of negotiation the dispute shall be resolved through mediation and mediator which shall be DGPAA.
43	33.1	a) At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [KARACHI] and proceedings will be conducted in – [ENGLISH] language. b) The cost of the mediation and arbitration (external) shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. c) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. d) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise mutually agreed.
	Notices (GCC Clause 35)	
44	35.1	— Procuring Agency's address for notice purposes: Logistics ANS Branch, Headquarters Pakistan Airports Authority, Terminal No.1, Jinnah International Airport, Karachi, Pakistan —Supplier's address for notice purposes:
	Taxes and Duties (GCC Clause 36)	
45	36	**Taxes and Duties in addition to 36.1, 36.2 & 36.3** 36.4. During the validity of this Contract, price adjustment may be made due to change in sales tax by Government. 36.5. Adjustment in Contract price may be made in case of increase / decrease in rate of sales tax by Government during the period of Contract.

Section IX - Contract Forms

Form of Contract

CONTRACT BETWEEN PAKISTAN AIRPORTS AUTHORITY
AND M/S _____. HQPAA/1992/ /XXLN
PROCUREMENT OF_____

This contract is made this the _____ day of _____ two thousand _____

BETWEEN

The Pakistan Airports Authority (PAA) established vide section 3 of Pakistan Airport Authority Act. 2023, with its Head Quarters at Terminal No.1, Jinnah International Airport, Karachi, Pakistan, hereinafter referred to as the "Purchaser" (which term shall include its, authorized representatives and successor in interest) through Director CNS of the First Part;

AND

M/s._____, is a registered Company, with its office _____hereinafter, referred to as the "Supplier" (which term shall include its, authorized representatives and successors-in-interest) through Mr. _____ ( ) of the Other Part.

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

The terms and conditions as stipulated in this contract shall constitute the entire agreement between the two parties and shall supersede any previous undertakings, commitments or representations whether oral or written in this regard.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

a) This form of Contract;

b) The Special Conditions of Contract;

c) The General Conditions of the Contract;

d) The Schedule of Requirements (BOQ of Contract);

e) The Technical Specifications;

f) The Procuring Agency's Letter of Acceptance; and

g) The Form of Bid and the Price Schedule submitted by the Bidder

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

4. PARTICULARS

4.1 "Consignee" means, _____.

4.2 "Contract" means the present document signed by Purchaser and Supplier containing the contract terms and conditions together with the Annexure "A" thereto.

4.3 "Country of Origin" means the place where goods were manufactured, produced, received, or from which the services are supplied.

4.4 "Contract Price" means the price shown in Annexure "A" to the contract.

4.5 "Equipment/Stores" means "_____" and all other items to be supplied by the Supplier in accordance with Annexure "A"

4.6 "Inspecting Authority" means the Director _____, Headquarters Pakistan Airports Authority, Terminal No. 1, Jinnah International Airport, and Karachi, Pakistan.

4.7 "Inspecting Officer" means _____ Karachi.

4.8 "Purchaser" means the Pakistan Airports Authority of Pakistan (Headquarters), Terminal No.1, Jinnah International Airport, Karachi-75200, Pakistan.

4.9 "Supplier" means M/s._____

4.10 Indentor: _____

4.11 Indent No: PR # _____ dated _____

4.12 Schedule of Stores: _____

4.13 Integrity Pact_____

4.14 Declaration Beneficial Owner Information _____

4.15 Performance Bond:

4.16 Head Of Account:(_____) F.Y 20___ - 20_____

Now, therefore, this contract witnessed as under: -

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT AT KARACHI ON THE DATE MENTIONED ABOVE.

for and on behalf of the Supplier	for and on behalf of the Purchaser
(M/s._____)	(Director _____)
WITNESS FROM SUPPLIER	WITNESS FROM PURCHASER
1. _____	2. _____

INTEGRITY PACT

PROCUREMENT:_____

HQPAA/1992/ /XXLN

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

Contract Number
Contract Value
Contract Title
Contract Date

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

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

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

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

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

BUYER SELLER

(Declaration of Beneficial Owners' Information)

In case of procurement contracts worth Rs.50 million or above, the bidder shall provide Beneficial Ownership information on the below prescribed Form:

1. Name	
2. Father's Name/Spouse's Name	
3. CNIC/NICOP/Passport no.	
4. Nationality	
5. Residential address	
6. Email address	
7. Date on which shareholding, control or interest acquired in the business.	

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entities or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (Company/ Limited Liability Partnership/ Association of Persons/ Single Member Company/ Partnership Firm/ Trust/Any other individual, body corporate (to be specified))	Date of incorporation / registration	Name of registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identity of Natural Person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscriber other than natural person	Number of shares taken by each subscriber (in figures and words)
			Total number of shares taken (in figures and words)				

Any other information incidental to or relevant to Beneficial Owner