



**SPECIAL TECHNOLOGY ZONES AUTHORITY**

**CABINET DIVISION**

## **Request for Proposal**

### **“PROCUREMENT OF TONERS FOR STZA”**

Special Technology Zones Authority (STZA) invites sealed bids, in favor of Ms. Mehwish Iqbal (Manager Procurement), from reputed firms registered with Income Tax and Sales Tax departments, Government of Pakistan, who are on Active Taxpayers List (ATL) of FBR for the purchase of “*PROCUREMENT OF TONERS FOR STZA*”. Bidding documents, containing details specification and other terms and conditions can be downloaded from STZA and PPRA website.

Sealed Technical and Financial proposals should be submitted in two separate envelopes placed and sealed in one big envelope up to 1st January 2024 till 1200 hrs. Bidders are also required to submit their proposal on EPADs <https://eprocure.gov.pk>. Technical proposal will be opened on the same day i.e. 1st January 2024 at 1230 hrs. In the Committee Room of STZA in the presence of bidders/ their representatives, who would care to be present at the time of opening of bids. Financial proposals will be opened later on after the completion of technical evaluation procedures (technically qualified bidders will be informed about financial bid opening date). The proposals received after due date and time will not be considered.

**Mehwish Iqbal**

**Manager Procurement**

[Mehwish.iqbal@stza.gov.pk](mailto:Mehwish.iqbal@stza.gov.pk)

Special Technology Zones Authority

16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad



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## Section-I: Invitation to Bids

### 1.1 MODEL INVITATION TO BIDDERS

#### **BIDDING DOCUMENTS FOR THE PURCHASE OF TONERS FOR STZA**

Sealed Bids are invited from Bidders i.e. firms/companies/sole proprietors engaged in supply of Printer Equipment's, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc). The Bids shall be received as per single stage two envelope procedure.

Bids must be delivered to the addressee below on or before 1st January 2024 **at 1200 Hours**. Bidders are also required to submit their proposal on EPADs <https://eprocure.gov.pk>. All Bids must be accompanied by a Bid Security of Rs. **100,000 (PKR)** in the form of Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day 1st January 2024 **at 1230 Hours** in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from STZA at the email given below. Bid Validity will be of 90 days.

Bidding Documents are immediately available after the date of publication. STZA will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from STZA website [www.stza.gov.pk](http://www.stza.gov.pk) and website of Public Procurement Regulatory Authority [www.ppra.org.pk](http://www.ppra.org.pk).

**Mehwish Iqbal**

**Manager Procurement**

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## Section-II: Instructions to Bidders (ITB)

### 2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The STZA , as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning/ services) the goods within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The STZA named in the Bid Data Sheet has received budget from the Government. The STZA intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to all suppliers i.e. firms/companies/sole proprietor, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax etc.) , except as provided hereinafter.
- ii) Bidders should not be 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 STZA to provide consultancy 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 to Bids.
- iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- iv) Bidders shall not be under a declaration of blacklisting by the STZA.
- v) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.



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- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the STZA to provide consulting services for the preparation of the design, specifications and other documents to be used.
  - 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 STZA regarding this Bidding process; or
  
- vii) A Bidder may be ineligible if –
  - (a) The Bidder 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 established 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



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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 debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of A rules.
  - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with A rules.
  - (g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
- vii) Bidders shall provide to the STZA evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- viii) Bidders shall provide such evidence of their continued eligibility satisfactory to the STZA, as the STZA shall reasonably request.
- ix) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

#### **2.1.4. Eligible Goods and Services**

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

#### **2.1.5. Cost of Bidding**

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the STZA named in the Bid Data Sheet, hereinafter referred to as "the STZA," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.





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- 2.1.6. One person one bid**
- i) As per Rule a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
  - ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
  - iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

## 2.2. The Bidding Documents

- 2.2.1. Content of Bidding Documents**
- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
    - (a) Invitation to Bids
    - (b) Instructions to Bidders (ITB)
    - (c) Technical Specifications
    - (d) Bid Data Sheet
    - (e) General Conditions of Contract (GCC)
    - (f) Schedule of Requirements
    - (g) Bid Form
    - (h) Bidder Profile Form
    - (i) General Information Form
    - (j) Affidavit
    - (k) Bid Security Form
    - (l) Technical Bid Form
    - (m) Contract Form
    - (n) Financial Bid Form / Price Schedule



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(o) Performance Guarantee Form

(p) Check List

The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

The STZA is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from its website or website of A. Re-confirming from the STZA that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

#### **2.2.2. Clarification of Bidding Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the STZA in writing or by email at the STZA's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The STZA will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the STZA's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the STZA in writing or in electronic form that provides record of the content of communication at the STZA's address indicated in the **BDS**.
- iii) The STZA will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the STZA's response will be uploaded on the website of STZA and forwarded to identified Prospective Bidders



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through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

- v) Should the STZA deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

#### **2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the STZA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as the case may be.
- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the STZA, at its discretion, may extend the deadline for the submission of Bids, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

### **2.3. Preparation of Bids**

#### **2.3.1. Language of Bid**

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the STZA shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.



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- 2.3.2. Bid Form**
- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 2.3.3. Bid Prices**
- i) The Bidder shall indicate on form 7.8 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
  - ii) Prices indicated on the Price Schedule shall be item wise.
  - iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the STZA and will not in any way limit the STZA's right to contract on any of the terms offered.
  - iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies**
- i) Prices shall be quoted in **Pak Rupees (PKR)** for local/DDP items unless otherwise specified in the Bid Data Sheet.
- 2.3.5. Documents Establishing Bidder's Eligibility and Qualification**
- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
  - ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the STZA's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
  - iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the STZA's satisfaction:
    - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or



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otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the same in Pakistan;

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

#### **2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the STZA; and
  - (c) an item-by-item commentary on the STZA's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.



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- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the STZA in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a STZA, the sample shall be:
  - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
  - (b) carriage paid;
  - (c) received on, or before, the closing time and date for the submission of bids; and
  - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.  
*{However, the STZA may also opt to ask for samples after submission of technical bids (where require)}*
- vi) The STZA may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A STZA may reject the Bid if the sample(s)-
  - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
  - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a STZA shall not be returned to a Bidder nor shall a STZA be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the STZA till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).



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- x) **Pursuant to the requirements as indicated in ITB 2.3.6, 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.**
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the STZA.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

#### **2.3.7. Bid Security**

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the STZA against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in the following form:
  - (a) Pay Order (PO) valid for 180, one hundred and eighty Days, beyond the validity of Bid.
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the STZA as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than 30, thirty days after the expiration of the period of Bid validity prescribed by the STZA pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule which shall take precedence, and is as under:
- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and



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furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

- vii) The Bid security may be forfeited:
  - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. In the case of a successful Bidder, if the Bidder:
    - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
    - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. If the blacklisting proceedings under A rule are initiated and the bidder is declared blacklisted after due process of law.

#### **2.3.8. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the STZA. A Bid valid for a shorter period may be rejected by the STZA as non-responsive.
- ii) In exceptional circumstances, the STZA may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

#### **2.3.9. Format and Signing of Bid**

- i) The Bidder shall prepare an original Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" as appropriate.
- ii) The Bidder shall authorize a person/persons for signing, submission and further correspondence with STZA on behalf of the bidder. Authority letter must be part of bid. However, in case of any issue the bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a





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person duly authorized to bind the Bidder to the contract. All pages of the Bid shall be signed and stamped by the authorized person.

- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

## 2.4. Submission of Bids

### 2.4.1 Sealing and Marking of Bids

- i) The Bidder shall seal the original Bid in separate envelopes, duly marking the envelopes as "ORIGINAL". The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
  - a. be addressed to the STZA at the address given in the Bid Data Sheet; and
  - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT



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OPEN BEFORE..... (time and date),” *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*

- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the STZA will assume no responsibility for the Bid’s misplacement or premature opening.
- v) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
  - b) ORIGINAL Bid shall be separately sealed and put in separate envelopes and marked as such.
  - c) The envelopes containing the ORIGINAL will be put in one sealed envelope and addressed / identified as given in BDS.
- vi) The inner and outer envelopes shall:
  - a) be addressed to the STZA at the address provided in the BDS;
  - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
  - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.
- vii) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the STZA will assume no



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responsibility for the misplacement or premature opening of Bid.

#### **2.4.2 Deadline for Submission of Bids**

- i) Bids must be received by the STZA at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The STZA may, at its discretion and as per rule, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the STZA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **2.4.3. Late Bids**

- iii) Bids shall be received by the STZA at the address specified under **BDS** no later than the date and time specified in the **BDS**.
- i) Any Bid received by the STZA after the deadline for submission of Bids prescribed by the STZA pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The STZA shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by the STZA after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### **2.4.4. Modification and Withdrawal of Bids**

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the STZA prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.



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- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under - 14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the STZA prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## 2.5. Opening and Evaluation of Bids

### 2.5.1. Opening of Bids by the STZA

- i) The STZA will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening-
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and



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is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

- v) In case of Single Stage Two Envelope Procedure, the STZA will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the STZA until the specified time of their opening.
- vi) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the STZA may consider appropriate.
- vii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the STZA against any claim or failure to read out the correct information contained in the Bidder's Bid.
- viii) The STZA shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- ix) 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.
- x) Minutes of the Financial Bid Opening shall be recorded.



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#### **2.5.2. Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule.
- ii) Any effort by a Bidder to influence the STZA processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the STZA on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

#### **2.5.3. Clarification of Bids**

- i) As per rule, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the STZA may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the STZA shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the STZA in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;
  - b) Required scope of work or specifications;
  - c) All securities requirements;
  - d) Tax requirements;
  - e) Terms and conditions of bidding documents.



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- f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the STZA on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### 2.5.4. Preliminary Examination

- i) The STZA will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the STZA will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law, Taxes and Duties** & mandatory Registrations/ Renewals will be deemed to be a material deviation. The STZA's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not responsive, it will be rejected by the STZA and may not subsequently be made responsive by the Bidder by correction of the non-conformity.



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- v) Prior to the detailed evaluation of Bids, the STZA will determine whether each Bid:
  - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
  - b) Has been prepared as per the format and contents defined by the STZA in the Bidding Documents;
  - c) Has been properly signed;
  - d) Is accompanied by the required securities; and
  - e) Is responsive to the requirements of the Bidding Documents.

The STZA's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

#### **2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The STZA shall examine the Bid to confirm that all terms and conditions specified in the **GCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The STZA shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the STZA determines that the Bid is not responsive in accordance, it shall reject the Bid.

#### **2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the STZA there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.





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d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the STZA in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

#### **2.5.7. Conversion to Single Currency**

i) As per rule, to facilitate evaluation and comparison, the STZA will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

#### **2.5.8. Post-Qualification & Evaluation of Bids**

i) In the absence of **prequalification**, the STZA will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the STZA deems necessary and appropriate.

iii) The STZA will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.



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- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 7.8 to be decided by the STZA which must include clear cut instruction regarding item wise evaluation inclusive of prevailing taxes, duties, fees etc.
- 2.5.9. Contacting the STZA**
- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the STZA on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the STZA, it should do so in writing.
- ii) Any effort by a Bidder to influence the STZA during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.
- 2.5.10. Grievance Redressal**
- i) As per Rule, STZA shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the STZA.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule, and the same shall be addressed by the STZA well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule and the same shall be addressed by the STZA well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the STZA after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single



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stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the STZA shall immediately upload the technical evaluation report on the website of A and STZA for obtaining/ receiving grievance petitions from the prospective bidders (if any).

- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## 2.6. Award of Contract

### 2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the STZA will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the STZA will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

### 2.6.2. Performance Guarantee

- i) Within fifteen (15) days of the receipt of notification of award from the STZA, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the STZA.



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- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under -14. After that, the STZA may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule read with Principles of Procurement.

#### **2.6.3. Signing of Contract/ Issuance of Purchase Order**

- i) At the same time as the STZA notifies the successful Bidder that its Bid has been accepted, the STZA will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.
- ii) Under rule, where the STZA requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the STZA.
- iii) Where no such formal signing is required by the STZA, the STZA shall issue purchase order after the receipt of required performance guarantee, as per rule.

#### **2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule, the STZA will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

#### **2.6.5. STZA's Right to Vary Quantities at Time of Award**

- i) The STZA reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule (not more than 15%).

#### **2.6.6. STZA's Right to Accept or Reject All Bids**

- i) As per rule, the STZA reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any



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time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.

- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The STZA shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

#### **2.6.7. Re-Bidding**

- i) If the STZA rejects all the Bids under rule, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

#### **2.6.8. Corrupt or Fraudulent Practices**

- i. The STZA Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of A, Act, 2009, which is as follows:

*“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the STZA; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the STZA of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- ii. *Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- iii. *Collusive practice by arrangement between two or more parties to the procurement process or Contract execution,*



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- designed to achieve with or without the knowledge of the STZA to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iv. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
  - v. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
  - vi. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”*

#### **i) Blacklisting & Debarment:**

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

#### **Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**“17A. Blacklisting.–** (1) A STZA may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the STZA, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from



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*participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a STZA, may within prescribed period prefer a representation before the Managing Director.*

(4) *A STZA or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

*As per rule:*

**21. Blacklisting.**—(1) *A STZA may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the STZA, if the bidder or Contractor has:*

*(a) acted in a manner detrimental to the public interest or good practices;*

*(b) consistently failed to perform his obligation under the Contract;*

*(c) not performed the Contract up to the mark; or*

*(d) indulged in any corrupt practice.*

(2) *If a STZA debars a bidder or Contractor under sub-rule (1), the STZA:*

*(a) shall forward the decision to the Authority for publication on the website of the Authority; and*

*(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

(3) *The Managing Director may debar a bidder or Contractor of any STZA from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

(4) *Any person aggrieved by a declaration made under rule or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*



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*(5) Any person or STZA aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a STZA, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with:*

#### **SCHEDULE**

##### **BLACKLISTING MECHANISM OR PROCESS**

1. *The STZA may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
  - (a) precise allegation, against the bidder or Contractor;*
  - (b) the maximum period for which the STZA proposes to debar the bidder or Contractor from participating in any public procurement of the STZA; and*
  - (c) the statement, if needed, about the intention of the STZA to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The STZA shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the STZA may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the STZA shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the STZA may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The STZA shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the STZA for personal hearing.*





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7. *The STZA shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The STZA 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.*
9. *The STZA shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The STZA shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the STZA wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the STZA shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a STZA or representation of any aggrieved person under rule , the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or STZA under rule , the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule , the STZA shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of*



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*blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

ii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9. Quantity and volume of the goods to be considered in mind**  
*[Framework Contract Modality]*

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

- a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
- b. The Bidder have to maintain the rates of the goods for the whole financial year.
- c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.



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**Section-III. Technical Specifications**

**3.1. Technical Specifications**

SR	Toner Number	Specification	Quantity
1	HP 32A	Original	20
2	HP 30A	Original	10
3	HP 76 A	Original	3
4	HP 26A	Original	6
5	HP 107A	Original	8
6	HP 207A kit	Original, Color Kit	4
7	Canon Cartridge 057	Original	3
8	Konica Minolta TM 628	Original	5
9	Canon Image Runner NPG-59	Original	2
10	Canon Image Runner NPG-59 Drum	Original	1

Notes:

- Evaluation shall be done at Total Bid Price against each item.
- In case of discrepancy between unit price and total, the unit price shall prevail.
- Bid price shall be inclusive of all applicable taxes
- Bid price shall be inclusive of all costs including transportation, deployment, installation cost, if any.
- If an item is missing or not priced by bidder, it shall be dealt with as follows:
- All items in the schedule of supply must be listed and priced separately in the price schedules. If the price schedule shows items listed but not priced, their prices shall be assumed to be included in the price of other items. Items not listed in the price schedule shall be assumed not to be included in the bid, and therefore liable to rejection.



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**Section-IV: Bid Data Sheet**

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
1.	2.1.1	Name: Special Technology Zones Authority (STZA)  The subject of procurement is: <i>PROCUREMENT OF TONERS FOR STZA</i>  Period for delivery of goods: 4 Weeks  Commencement date for delivery of Goods: 4 Weeks
2.	2.1.2	Financial year for the operations of the STZA: 2023-2024  Name of Project: <i>PROCUREMENT OF TONERS FOR STZA</i>  Name of financing institution: Government Name and identification number of the Contract: <i>PROCUREMENT OF TONERS FOR STZA</i>
<b>B. Bidding Documents</b>		
3.	2.2.2	The address for clarification of Bidding Documents is <a href="mailto:Mehwish.iqbal@stza.gov.pk">Mehwish.iqbal@stza.gov.pk</a>
4.	2.2.2	Pre-bid meeting will not be held
5.	2.3.9	The number of bidding documents to be completed and returned is in one original
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
6.	2.3.1	<i>Bid language must be ENGLISH.</i>
7.	2.3.4	The price quoted shall be inclusive of delivery, all applicable charges, and taxes in Pakistani Rupees (PKR).



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8.	2.3.4	Price shall be fixed.
<b>D. Preparation and Submission of Bids</b>		
9.	2.1.3	<p>Qualification Criteria/Knock down criteria.</p> <p><i>[Requirement for a minimum requirement for a Bidder to participate in the Bidding process which, may include but not limited to the following: -</i></p> <ul style="list-style-type: none"> <li><b>i.</b> <i>Minimum relevant experience required for bidder: 2 years</i></li> <li><b>ii.</b> <i>Registration of the Bidder with relevant forums/ organizations.: (Attach Certificate of Incorporation)</i></li> <li><b>iii.</b> <i>Registration with relevant tax authority i.e. FBR/PRA etc. as active tax payer (Attach Proof)</i></li> <li><b>iv.</b> <i>Affidavit (On stamp paper of worth Rs. 100/- and not older than 3 months) to the effect that:-</i> <ul style="list-style-type: none"> <li>• <i>Bidder is not currently blacklisted by the PPRA.</i></li> <li>• <i>The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</i></li> <li>• <i>The provided information is correct.</i></li> </ul> </li> <li><b>v.</b> <i>Bidder is authorized dealer for supply of goods (Please Attach Authorization Certificate)</i></li> <li><b>vi.</b> <i>Bid bond in the form of Pay Order of Rs. 100,000/- (Attach bid bond with technical proposal)</i></li> </ul>
10.	2.2.2	<p>Bid shall be submitted to:</p> <p align="center"><b>Mehwish Iqbal</b> <b>Manager Procurement</b></p> <p><b>Special Technology Zones Authority</b> 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad</p> <p><b>Bidders are also required to submit their proposal on EPADs</b> <b><a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a></b></p>
11.	2.4.2	<p>The deadline for Bid submission is</p> <ul style="list-style-type: none"> <li>a) Day : <i>Monday</i></li> <li>b) Date: <i>1st January 2024</i></li> </ul>



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		Time: 1200 hrs
<b>12.</b>	<b>2.5.1</b>	<p>Time, date/ Month/ Year, and place for Bid opening.</p> <p>a) Day : <i>Monday</i></p> <p>b) Date: <i>1st January 2024</i></p> <p>Time: 1230 hrs</p> <p><b>Special Technology Zones Authority</b> 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad</p>
<b>13.</b>	<b>2.6.2</b>	Amount of Performance Guarantee is: 10% of the contract amount
<b>14.</b>	<b>2.3.8</b>	Amount of Bid security in form of Pay Order is: Pak Rupees (PKR) 100,000/-
<b>15.</b>	<b>2.3.9</b>	Bid validity period after opening of the Bid is: 90 days
<b>16.</b>	<b>2.3.9</b>	Number of copies of the Bid to be provided are: Zero. Only original bid is required.
<b>E. Opening and Evaluation of Bids</b>		
<b>17.</b>	<b>2.5.1</b>	<p>The Bid opening shall take place at:</p> <p><b>Special Technology Zones Authority</b> 16th Floor, New State Life Tower, Plot # 61, Jinnah Avenue, Islamabad</p> <p>Day: <i>Monday</i></p> <p>Date: <i>1st January 2024</i></p> <p>Time: 1230 hrs.</p>
<b>18.</b>	<b>2.3.5</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupees ( <i>PKR</i> )



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<b>F. Bid Evaluation Criteria</b>		
<b>19.</b>	<b>2.5.8</b>	Criteria to Bid evaluation.

<b>SR</b>	<b>ATTRIBUTE</b>	<b>DESCRIPTION</b>	<b>Requirement</b>
1.	Relevant Experience	Experience in terms of delivery & Installation /Service. Minimum 02 years (work order proofs)	MUST
2.	Genuine Product	Quoted product must be Latest / Brand New / Continue and shown on Manufacturer's Official Website to ensure the product is genuine available with OEM / Principal.	MUST
3	Authorization Certificate	Attach Authorized Dealer Certificate	MUST

**G. Award of Contract**

<b>2.6.5</b>	Percentage for quantity increase or decrease is: 15%
<b>2.6.2</b>	The Performance Guarantee shall be: 10% of the contract amount
<b>2.6.2</b>	The Performance Security shall be in the form of: <i>Pay Order</i>



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## Section-V: General Conditions of Contract

*General Conditions of Contract may be as follows:*

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the STZA 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.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the STZA under the Contract.
- (d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The STZA" means the organization purchasing the Goods & Services.
- (g) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (h) "Day" means calendar day.

### 2. Application

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





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#### **3. Standards**

3.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

#### **4. Use of Contract Documents and Information; Inspection and Audit by the STZA.**

4.1. The Supplier shall not, without the STZA'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 STZA 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 so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the STZA's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of executing the Contract.

4.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the STZA and shall be returned (all copies) to the STZA on completion of the Supplier's performance under the Contract if so required by the STZA.

4.4. The Supplier shall permit the STZA 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 donors, if so required by the donors.

#### **5. Patent Rights**

5.1. The Supplier shall indemnify the STZA 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 the STZA's country.

#### **6. Performance Guarantee**

6.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the STZA the Performance Guarantee in the amount specified in Bid Data Sheet & clause 2.6.2 of ITB.

6.2. The proceeds of the Performance Guarantee shall be payable to the STZA as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.



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6.3. As per Rule, the performance guarantee shall be denominated in the currency of the Contract acceptable to the STZA and shall be in the following form:

(a) Pay Order (PO).

6.4. The performance guarantee will be discharged by the STZA 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.

## **7. Inspections and Tests**

7.1. The STZA 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 STZA. The Technical Specifications shall specify what inspections and tests the STZA requires and where they are to be conducted. The STZA shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

7.2. 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) (if so allowed by the STZA), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the STZA.

7.3. Should any inspected or tested Goods fail to conform to the Specifications, the STZA may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the STZA.

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

7.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.



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- 8. Packing**
- 8.1. 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.
- 8.2. 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.
- 9. Delivery and Documents**
- 9.1. 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 are specified.
- 9.2. Upon delivery, the STZA shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-7 of GCC, which will enable the supplier to put up the bill".
- 9.3. Documents to be submitted by the Supplier are specified.
- 10. Insurance**
- 10.1. The Goods supplied under the Contract shall be delivered, duty form paid under which risk is transferred to the buyer after having been delivered, hence *End to End safe delivery* is sellers responsibility.
- 11. Transportation**
- 11.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the STZA's country, including insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.
- 12. Incidental Services**
- 12.1. The Supplier may be required to provide any or all of the following services, including additional services, if any:



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- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly 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 STZA's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

12.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

### **13. Payment**

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

13.2. The Supplier's request(s) for payment shall be made to the STZA in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

13.3. Payments shall be made promptly by the STZA, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

13.4. The currency of payment is Pak Rupees [PKR]



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- 14. Prices** 14.1. 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.
- 15. Change Orders** 15.1. The STZA may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, 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 STZA;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.
- 15.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the STZA's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of -14 should be violated.
- 16. Contract Amendments** 16.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.
- 17. Assignment** 17.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be



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assigned to sub-contractors with the prior written approval of the STZA.

#### **18. Sub-contracts**

18.1. The Supplier shall notify the STZA in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

18.2. Subcontracts must comply with the provisions of GCC Clause 20.

#### **19. Delays in the Supplier's Performance**

19.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the STZA in the Schedule of Requirements-

19.2. 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 STZA in writing 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 STZA 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.

19.3. Except as provided under GCC Clause 25, 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 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the imposition of liquidated damages.

#### **20. Liquidated Damages**

20.1. Subject to GCC Clause 25, 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 STZA 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 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 percentage specified. Once the maximum is reached, the STZA may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under A rules.



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#### **21. Termination for Default**

21.1. The STZA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if 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 STZA pursuant to GCC Clause 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the STZA has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The A Act, 2009.

*“Corrupt practices” in respect of procurement process, shall be as given in PPRA, Act, 2009:*

*(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the STZA; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the STZA of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the STZA to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*



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- iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

21.2. In the event the STZA terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the STZA 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 STZA for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **22. Force Majeure**

22.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

22.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the STZA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the STZA and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”.

22.3. If a Force Majeure situation arises, the Supplier shall promptly notify the STZA in writing of such condition and the cause thereof.





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Unless otherwise directed by the STZA in writing, 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. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

#### **23. Termination for Insolvency**

23.1. The STZA 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 STZA.

#### **24. Termination for Convenience**

24.1. The STZA, 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 STZA's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the STZA on the Contract terms and prices. For the remaining Goods, the STZA may choose:

- (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.

#### **25. Resolution of Disputes**

25.1. After signing the contract or issuance of purchase order, The STZA and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

25.2. If, after thirty (30) days from the commencement of such informal negotiations, the STZA and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified. These mechanisms may include, but are not restricted to, conciliation



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mediated by a third party, adjudication in an agreed and/or arbitration as per rules and in accordance with Arbitration Act-1940.

- 26. Governing Language** 26.1. The Contract shall be written in the language specified. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 27. Applicable Law** 27.1. The Contract shall be interpreted in accordance with the laws (Pakistan) unless otherwise specified.
- 28. Notices** 28.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified.
- 28.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 29. Taxes and Duties** 29.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the STZA. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the STZA as the case may be.



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**Section-VI. Schedule of Requirements**

**6.1 Schedule of Requirements**

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which delivery is required.

**Number            Description            Quantity            Delivery schedule (shipment)  
in weeks/months from \_\_\_\_\_<sup>1</sup>**

In order to determine the correct date of delivery hereafter specified, the STZA has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

<b>Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery schedule (shipment) in weeks</b>

*[To be signed & stamped by the Goods Provider and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]*

Date: \_\_\_\_\_

To: *[name and address of STZA]*

\_\_\_\_\_



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Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain Pay Order in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the STZA.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

***[In case of single stage one envelope bidding procedure]***

The Composition of our Bid is:

- a) Complete bidding document signed and stamped by the bidder
- b) all the forms relevant to the technical and financial bids (clearly indicated on each form)
- c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- d) Any other document required by the STZA not inconsistent with -14.

***[In case of single stage two envelope bidding procedure],***

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:



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**Technical bid includes the following:-**

- a) Complete bidding document signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments *i.e. Pay Order (PO)* valid for 180 Days, beyond the validity of Bid in the manner as prescribed on the bid security form **7.9**.
- d) Any other document required by the STZA not inconsistent with -14.

**Financial bid includes the following:-**

- a) Original Bid form (as per **form 7.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 7.8**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 7.9**) along with Original financial instrument *Pay Order (PO)* valid for ( 180 ) Days, beyond the validity of Bid.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider	Amount and Currency
------------------------------------	---------------------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.



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\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



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## Section-VII: Sample Forms

### Notes on the Sample Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 2.2.3 & 2.3.4 and in accordance with the requirements included in the Bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form of Pay Order, pursuant to ITB Clause 2.3.8

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections pursuant to ITB Clause 2.5.6 and GCC Clause 17, acceptable deviations e.g., payment schedule pursuant to GCC 16, spare parts pursuant to ITB Clause 2.3.6 & 2.3.7, or quantity variations pursuant to ITB Clause 2.6.5. The Price Schedule and Schedule of Requirements, deemed to form part of the contract, should be modified accordingly.

The **Performance Guarantee**, Only the successful Bidder will be required to provide Performance Guarantee. This price shall be fixed as quoted.



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**7.1 Bid Form**

*[To be signed & stamped by the Goods Provider and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]*

Date: \_\_\_\_\_

To: *[name and address of STZA]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the STZA.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

***[In case of single stage one envelope bidding procedure]***

The Composition of our Bid is:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) all the forms relevant to the technical and financial bids (clearly indicated on each form)





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- c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- d) Any other document required by the STZA not inconsistent with -14.

***[In case of single stage two envelope bidding procedure],***

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

**Technical bid includes the following:-**

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments *[to be decided by the STZA i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for ..... ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **7.9**.
- d) Any other document required by the STZA not inconsistent with -14.

**Financial bid includes the following:-**

- a) Original Bid form (as per **form 7.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 7.8**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 7.9**) along with Original financial instrument *Pay Order (PO)* valid for ( 180 ) Days, beyond the validity of Bid.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider    Amount and Currency



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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(if none, state "none")

We understand that you are not bound to accept the lowest 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 \_\_\_\_\_



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**7.2. Bidder Profile Form**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr.#	Particulars
1.	Name of the company:
2.	Constitution/ Legal Status:
3.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
4.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
5.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
6.	<b>Registration Details:</b>

a) Audited Financial Statement Attachment/Income Tax Returns (Last \_\_\_\_ years)

Yes	No
-----	----



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**7.3. General Information Form**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

		Particulars			
<b>Company Name</b>					
<b>Abbreviated Name</b>					
<b>National Tax No.</b>			<b>Sales Tax Registration No</b>		
<b>PRA Tax No.</b>					
<b>No. of Employees</b>			<b>Company's Date of</b>		
			<b>Formation</b>		

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

<b>Registered Office Address</b>		<b>State/Province</b>	
<b>City/Town</b>		<b>Postal Code</b>	
<b>Phone</b>		<b>Fax</b>	
<b>Email Address</b>		<b>Website Address</b>	



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**7.4. Affidavit**

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of STZA]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of STZA]*.

The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the STZA.
- (ii) The documents/photocopies provided with Bid are authentic. In case any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

*[Name of the Contractor/ Bidder/ Supplier]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company.*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_



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**7.5. Performance Guarantee Form**

*[To be signed & stamped by the Bidder only and reproduced on the letter head. To be attached with Technical Bid]*

To,

*[name and address of the STZA]*

**WHEREAS** (Name of the Contractor/ Supplier)

\_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF \_\_\_\_\_" procurement of the following:

1. ***[Please insert details]***.

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a Pay Order for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

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

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_



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**7.6. Technical Bid Form**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

<b>Sr. No.</b>	<b>Item name</b>	<b>Brand name with Country of Manufacturer</b>	<b>Make &amp; model</b>	<b>Quantity</b>	<b>Country of Origin</b>	<b>Specifications dimensions</b>

**Stamp & Signature of Bidder** \_\_\_\_\_



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**7.7. Contract Form**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of STZA]* of *[country of STZA]* (hereinafter called “the STZA”) on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) on the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract; and
  - (e) the STZA’s Notification of Award.
  - (f) Contract agreement
  - (g) Complete Bidding document
3. In consideration of the payments to be made by the STZA to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the STZA to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The STZA hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the STZA)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)





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**7.8. Financial Bid Form/Price Schedule**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Sr. No.	Item name	Specifications/ dimensions	Brand name, make & model	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all taxes & duties etc.)	Total price (in words)
Total price in figures							
Total price in words							

Total Bid value (against which a Bid shall be evaluated) in figure.  
Total Bid value (against which a Bid shall be evaluated) in words.

**Note:**

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". *(Please refer ITB clause 2.5.6).*

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

**Stamp & Signature of Bidder** \_\_\_\_\_



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**7.9. Bid Security Form**

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of STZA]* (hereinafter called “the STZA”) in the sum of for which payment well and truly to be made to the said STZA, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the STZA during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the STZA up to the above amount upon receipt of its first written demand, without the STZA having to substantiate its demand, provided that in its demand the STZA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[Signature of the bank]*



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**Section VIII- Check List**

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is an essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1.	PKR 100,000 Bid Security in form of Pay Order must be submitted with technical proposal.		
2.	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
3.	Copy of active Registration with Sales Tax Authorities (STRN)		
4.	Copy of active Registration (Professional Tax Certificate)		
5.	Technical Bid Form (as per <b>form 7.6</b> of Bidding documents) on letter head of the firm duly signed and stamped.		
6.	Financial Bid Form (as per <b>form 7.8</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
7.	Bid Security Form (as per <b>form 7.9</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
8.	Performance Guarantee Form (as per <b>form 7.5</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
9.	General Information Form (as per <b>form 7.3</b> of Bidding documents) on letter head of the firm duly signed and stamped.		
10.	Affidavit (as per <b>form 7.4</b> ) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not currently blacklisted by the PPRA. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be blacklisted as per Rules / Laws. (iii) Affidavit for correctness of information. Affidavit for correction of information Form (as per <b>form 7.4</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
11.	Work Order/Supply Order/Purchase Order of Last 2 years of Relevant Experience.		



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**Stamp & Signature of Bidder \_\_\_\_\_**