

Additional Bid Data Sheet (BDS)

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

<u>ITB Clause</u>	<u>Description</u>
1. Scope of Bids	a) Procurement Title / subject of procurement: <u>PROCUREMENT OF TRANSMISSION CONTROL MODULE (TCM) P/O OSHKOSH</u> a) Services: N/A b) Reference Number: <u>HQPAA/1984/396/XXLA</u> c) Delivery period: <u>60 Days</u> d) Method of procurement: <u>PPRA Rule 36(b) – Single Stage Two Envelop</u> e) Validity of bid : <u>180 Days</u>
3. Eligible Bidders	a) This bidding process is open to all bidders who meet the eligibility criteria given in the Invitation to Bid Notice and Bidding Documents. The invitation for Bids is open to all prospective suppliers, manufacturers or authorized agents/dealers subject to fulfillment of conditions / requirements as mentioned in the Invitation to Bid notice and / or Bidding Documents. b) A Bidder may be a registered person (Sole proprietor), company or firm. c) Joint Venture and Consortium is not allowed. d) The bidders shall hold valid NTN certificate and shall appear on the Active Taxpayer List (ATL) of FBR (100% compliance) for Sales Tax and Income Tax. e) Foreign Bidders (if any) must be locally registered with the appropriate national incorporating body (NTN/GST) and the relevant statutory body, and must fulfill the eligibility requirements before participating in the national/international bidding. f) Bidders shall provide evidence of their continued eligibility satisfactory to the PAA, as the PAA shall reasonably request. g) Bidder must meet all the qualification criteria as defined in Bidding Documents. h) Local Bidders must provide valid OEM / Manufacturer authorization certificate/letter (if required).
4. Eligible Goods and related services	a) To qualify for the award of the Contract, bidders must meet the evaluation criteria, as specified in the Bidding Documents.
5. One Bid per Bidder	a) A Bidder shall submit only one Bid individually. b) A bidder who submits or participates with more than one bid will be disqualified / rejected. c) Sub-Contracting is not allowed. d) The bidder shall not quote multiple options in its Bid. This will likely lead to rejection of bid.
6. Cost of Bidding	Demonstration requirement (if any) as mentioned in the specifications shall be conducted by bidder without any cost to PAA.
7. Content of Bidding Documents	a) The goods required, bidding procedures, instructions to bidders, terms and conditions, and sample conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids notice, the Bidding Documents which should be read in conjunction with any addenda issued in accordance



	with ITB clause 9 include: i. INVITATION TO BID ii. INSTRUCTIONS TO BIDDERS iii. ADDITIONAL BID DATA SHEET iv. BID DATA SHEET v. ELIGIBLE COUNTRIES vi. TECHNICAL SPECIFICATIONS / QUALIFICATION CRITERIA vii. STANDARD FORMS viii. CONDITIONS OF CONTRACT ix. CONTRACT FORMS b) Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. c) The Procuring Agency is not responsible for the completeness, accuracy and genuineness of the Bidding Documents and their addenda, if they were not downloaded directly from PPRA EPADS portal. d) If any bidder is found involved tempering of bidding documents including but not limited to unauthorized editing, modification, deletion etc, the bidder will be disqualified outrightly and blacklisting proceedings shall be initiated under PPRA rules.
8 Clarification of Bidding Documents and Pre-Bid Meeting	a) Request for Clarification may be submitted no later than seven (07) days before the deadline of submission of bids through EPADS or as per the date prescribed on EPADS. Requests for clarification received physically or via email will not be considered. b) <u>8.2) PAA shall not be bound to respond within 03 days, however, the response to queries shall be provided within reasonable time.</u> Should PAA deem it necessary to amend the Bidding Documents as a result of a clarification or on its own initiative, it shall do so following the procedure under ITB 9. c) If indicated in the Bidding Documents, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the Bidding Documents. During this pre-Bid meeting, prospective Bidders may request clarification of any part of the bidding document. If the date, time and requirement of pre-bid meeting is not mentioned / indicated in the bidding documents, PAA may still call for a pre-bid meeting and the date, time and place of the same will be communicated to the prospective bidders in writing or through PPRA EPADS portal. d) Minutes of the pre-Bid meeting, if applicable, including the queries of prospective bidders along with their responses (without identifying the source) together with any additional information prepared after the meeting will be transmitted promptly to all prospective Bidders through EPADS portal (or through Email at the discretion of PAA). Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by PAA through the use of an Addendum/Corrigendum pursuant to ITB clause 9. e) PAA will not be responsible for any lack of communication or non- receipt of information by bidders (clarification, pre-bid notice etc) if the same is not accessed by the prospective bidder through EPADS portal. In case the pre-bid meeting for this procurement case has not been pre-decided / scheduled, the same may be convened at procuring agency's own initiative or on any query / request of prospective bidders (decision at the discretion of PAA). The same shall be

	communicated to all bidders through EPADS. In case the pre-bid meeting falls on a holiday, the same shall be convened on next working day.
9. Amendment of Bidding Documents	a. The addendum / amendments shall take precedence over the existing document, minutes of Pre-Bid meeting, clarifications or any other communication prior to issuance of the addendum. b. Any addendum issued shall be part of the Bidding Documents pursuant to ITB 9. c. The addendum will be binding on Bidders. It will be assumed that the amendments contained in such Addendum will have been taken into account by the Bidder in its bid during submission. b) PAA will not be responsible for any lack of communication or non- receipt of information / addendum by bidders if same is not accessed by the prospective bidder through EPADS portal.
10. Language of Bid	a) "Days" wherever referred means "Calendar Days" unless otherwise specified.
11. Documents and Samples constituting the Bid	The bid submitted by the Bidder shall comprise the following: a) I/T Forms for Technical and Financial Bid duly signed and stamped on each page. b) Bidding Summary Sheet for Technical and Financial Bid duly signed and stamped on each page. c) General Terms and Conditions (Annexure-F) duly signed and stamped. d) Compliance to Specifications duly signed and stamped on each page / sheet. e) <u>Original Bid Security submitted physically at the given address before the bid submission deadline</u> in sealed envelope. The Bid Security copy (pay order / bank guarantee) must be attached through EPADS online. f) Any other document required to be completed and submitted by bidders, as specified in the Bid Data Sheet / specifications. g) Sample, only if required and specified in the Bidding Documents. h) The Purchaser reserves the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required)
12. Documents Establishing Eligibility of Goods (and Related Services) and Conformity to Bidding Documents	a) Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods (and related services) which the Bidder proposes to deliver. b) Any condition mentioned by the bidder in addition / contradiction to PAA's terms and conditions shall not be entertained. PAA's terms and conditions shall have full overriding effect in this case. c) Technical brochure/literature (in English Language) confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid.
13. Documents Establishing Eligibility and Qualification of the Bidder	a) Pursuant to ITB 11, the Bidder shall furnish, as part of its Bid, all those documents as required in the bidding documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted. b) All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the bidding Documents prior to filling / submission of their bid. c) The bidder(s) are expected to examine all instructions, forms, terms & conditions and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents will result in the rejection of the bid(s).



	d) The submission of bid by any bidder shall be construed as evidence that the bidder has thoroughly examined all the terms and conditions of the bidding documents, accepted and complied to all the terms and conditions. Failure to comply any of the terms and conditions may lead to rejection of bid and / or forfeiture of bid security.
14. Form of Bid	a) The Bidder shall fill the Forms of Bid and attachments furnished in the Bidding Documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted. However, the bidder may submit additional information / elaboration in the bid separately if desired in addition to the required information. b) Bids shall be quoted as per the format of Bidding Documents. c) The submission of bid by any bidder shall be construed as evidence that the bidder has thoroughly examined all the terms and conditions of the bidding documents, accepted and complied to all the terms and conditions. Failure to comply any of the terms and conditions may lead to rejection of bid and / or forfeiture of bid security.
15. Bid Prices	a) The bidder shall clearly mark / write QUOTED or NOT QUOTED against each item in the I/T Form (Technical) where multiple line items are required. This will be applicable in cases where the evaluation is based on item wise price (Lowest in each item) basis. However, where the evaluation is based on package price or Lot basis, bidders are required to quote all items. b) The Bidder shall quote full and final prices for the items (and allied Services, if any) described in bidding documents. Items (and allied Services, if any) for which no price is entered by the Bidder will not be paid for by PAA separately when the contract is executed and shall be deemed to be included in the total bid value. c) All duties, taxes, liabilities, transportation charges etc. till the final place of destination and other levies payable by the Bidder under the Contract, or for any other cause shall be included in the total Bid price submitted by the Bidder. d) The exemption (if any) in Taxes will only be allowed against an Exemption Certificate issued by the respective Department and relevant laws / procedures. Bidders to specify / identify the exemptions (if any). e) Firm bid prices shall be quoted in I/T form duly filled-in, stamped and signed by authorized representative of Bidder(s). Prices must be quoted as per format of I/T form. f) I/T form, Bidding Form, Bid Summary Sheets and all annexures from Annexure – “A” to “H” must also be duly filled-in, stamped and signed by authorized representative of bidder(s). g) The bidder may submit price breakup / detailed financial proposal separately on their letter head as a part of bid. h) <u>Prices quoted should be in Pakistan currency.</u> The bid rates or amounts shall be inclusive of all taxes (but excluding provincial sales tax on services), duties and taxes etc as applicable fourteen (14 days) prior to the date of bid opening and no claim on this account shall be entertained by PAA. Bids offering prices in foreign currency will be rejected. Conditional bid / bid having any price adjustment formula is likely to be rejected. Any deviation from the specification & terms of the bidding document shall be considered as Conditional offer / bid. i) Prices must be inclusive of all charges like handling, loading, transportation, and unloading, installation etc. for delivery and installation (if required) of items at required location. j) During the validity of this bid, price adjustment may be made for imposition of any new taxes or applicability of existing taxes (Sales Tax) as per applicable Laws.



	k) Adjustment in bid price shall be made in case of increase / decrease in rate of applicable taxes (Sales Tax) during the period of Contract.
17. Bids Validity Period	a) Bids shall remain valid for the period defined in Additional SCC 1 above and shall start effect on the date of technical bid opening as prescribed by PAA. A Bid submitted by the bidder with the validity for a shorter period shall be rejected by the PAA as non-responsive. b) A Bidder agreeing to the request for extension in bid validity period will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with ITB 18 in all respects.
18. Bid Security	a) BID SECURING DECLARATION IS NOT ALLOWED. ALL BIDDERS SHALL SUBMIT BID SECURITY AS PRESCRIBED IN THE INVITATION TO BID NOTICE AND BIDDING DOCUMENT. b) The bidder(s) shall furnish, as part of bid, a Bid Security in shape of Bank Guarantee (As per list of acceptable banks and format attached) or a Bank Draft/Pay order issued by scheduled bank operating in Pakistan, in favor of Pakistan Airports Authority as per amount mentioned in Invitation to Bid Notice and / or Bidding Documents as Bid security in a sealed envelope to be submitted physically before the closing time for submission of bids. The sealed envelopes containing bid security shall be marked as follows: <u>BID NO: HOPAA/« BID NO. »</u> <u>FOR PROCUREMENT OF «Description»</u> <u>DON'T OPEN BEFORE (AS PER SCHEDULE MENTIONED IN THE INVITATION TO BID NOTICE)</u> c) If the envelopes are not marked, as instructed above, the Purchaser will assume no responsibility for the misplacement or premature opening of bid security. d) Original Bid Security must be received at the address given in Invitation to Bid Notice and Bid Data sheet before the deadline for submission of bids and the pay order / bank guarantee copy must be uploaded on EPADS portal with technical bid. e) <u>Any Bid not accompanied by Bid security (physical submission before deadline) or Bid security falling short of the amount shall be rejected without any right of appeal.</u> f) The Bid Security shall be valid for twenty-eight (28) days beyond the bid validity period. g) Short Fixed Bid security or Cheque as Bid security is not acceptable. h) The Bid security of the most advantageous bidder(s) will be discharged / returned upon submission of the requisite documents for contract execution <u>and signing of contract</u> along with performance Bond in shape of Bank Guarantee (as per list of acceptable banks attached) /Pay Orders/Bank Draft. Whereas, the Bid security of the other bidders will be retained by PAA until the finalization of the case in favor of the most advantageous bidder or until the completion of validity period as per PPR rule 26. i) The Bid security of technically non-compliant bidder (s) will be returned after intimation of disqualification and subsequent request for release of bid security. j) The bid security shall be forfeited: If a bidder / contractor submits fake/bogus pay orders/bank guarantees/bank draft as Bid Security or any other fake/tempered document, not only his bid will



	be cancelled and the firm will be debarred/black listed but all his security deposits (performance guarantees)/bid security etc will be forfeited. ii. If a bidder withdraws its bid during the period of bid validity. iii. In case the most advantageous bidder breaches the terms & conditions and is found involved in post bidding changes, except clarifications, or fails to furnish Performance Bond as prescribed in the bidding documents. iv. If a bidder does not accept the correction of errors as per ITB 27. v. If any bidder breaches any terms and conditions of the bidding document during the bid validity period. k) The purchaser reserves the right to check the authenticity of the financial instrument provided as bid security from the respective financial institution.
19. Withdrawal, Substitution, and Modification of Bids	a) No bid can be modified after the deadline for submission of bids.
20. Format and Signing of Bid	a) The Bidder shall prepare and upload their bid on PPRA EPADS Portal and submit 01 Copy of bid physically at the address as specified in the BDS, clearly marking the bid with title of procurement, I/T Number, company name, DON'T OPEN BEFORE and other necessary information. In the event of any discrepancy between the bid uploaded on EPADS portal and physical bid, the bid submitted / uploaded on EPADS portal shall prevail. Non-submission of copy Physical bid shall not invalidate the bid submission by the bidder if the same has already been uploaded on EPAD portal before bid submission deadline. b) No alteration is to be made in the Form of Bid except in filling up the blanks as directed. c) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the authorized person. d) Notwithstanding 20(a) above, the bidder may submit additional information / elaboration in the bid separately if desired in addition to the required information
22. Deadline for Submission of Bids	a) Bids should only be submitted electronically through EPADS web portal. Bids submitted through any other mode / medium shall not be considered. b) The bidder may submit 01 copy of bid physically at the address specified in BDS and Invitation to Bid Notice. c) PAA may extend the deadline for submission of bids through a corrigendum / notice of extension duly publicized as per PPRA Rule 27, along with PPRA EPADS portal d) The Purchaser will not take any responsibility for any connectivity issues, system errors, or any other problems while uploading / submitting the bids on PPRA EPADS Portal. However, in such case, the bidder may directly approach PPRA EPADS helpline on the PPRA website. e) The submission of bid by any bidder shall be construed as evidence that the bidder has thoroughly examined all the terms and conditions of the bidding documents and shall comply to all the terms and conditions. Failure to comply any of the terms and conditions may lead to rejection of bid and / or forfeiture of bid security. f) The deadline for submission of Bids, address / place and the schedule for opening of bids will be as defined in Notice for Invitation to Bids or subsequent Corrigendum (if any).

23. Opening of Bids	a) PAA will open all bids on EPADS in the presence of Bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the BDS and / or Invitation to Bid notice. b) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a knowledgeable representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid. c) 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. d) After the evaluation and approval of technical proposals (subject to technical evaluation of bids) PAA, shall at a time within the bid validity period, open the financial proposals of the technically qualified bids only.
24. Clarification of Bids	a) 27.1. To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, PAA may at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. b) 27.2 The request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted except correction of arithmetic errors discovered by PAA in the evaluation of Bids in accordance with ITB 27. c) 27.3 The following parameters will be considered as a change in the substance of a bid: i. evaluation & qualification criteria; ii. specifications; iii. all bid security requirements; iv. tax requirements; v. terms and conditions of bidding documents. vi. change in the ranking of the bidder
25. Preliminary Examination	a) Prior to the detailed evaluation of Bids, PAA may during the bid opening conduct a preliminary examinations of bids and will determine whether each Bid; i. Meets the eligibility criteria defined in BDS ii. Bid validity is provided accordingly, iii. Has been prepared as per the format and contents defined in the Bidding Documents iv. Has been properly signed v. Required bid security has been furnished, vi. The bids are generally in order and substantially responsive vii. Bidder has provided all forms in relevant Technical and Financial Proposal as defined in the bidding documents b) A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. c) PAA will confirm that the documents and information specified under ITB 11, 12 and 14 have been provided in the Bid. d) PAA may waive off or modify any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. e) Bids submitted late will also be rejected.



	f) PAA may during preliminary examination, identify, correct and incorporate arithmetical errors as per ITB 30 and the same shall not be construed as change in substance of bid. However, it is not binding on PAA to identify and correct Arithmetical errors during preliminary examination of bids and the same can be identified at any stage during evaluation of bids. g) The bidder(s) are expected to examine all instructions, forms, terms & conditions and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents will result in the rejection of the bid(s). h) All the bids shall necessarily conform to all the Instructions / guidelines provided vide this document, along with the conformity to general terms and conditions available at Annexure – F.
26. Examination of Terms and Conditions; Technical Evaluation	a) PAA shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation. b) PAA (specialist directorate) shall evaluate the technical aspects of the Bid to confirm that all requirements specified in Technical Specifications of the Bidding Documents have been met. c) If, after the examination of the terms and conditions and the technical evaluation, PAA determines that the Bid is not responsive / technically qualified, it shall reject / disqualify the Bid.
27. Correction of Errors	a) Bids determined to be substantially responsive will be checked by PAA for any arithmetic errors. Arithmetical errors will be rectified by PAA on the following basis: - if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PAA there is an obvious misplacement of the decimal point in the unit price or a gross error in the price, in which case the total price as quoted shall govern and the unit price shall be corrected; - if there is an error in a total amount corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and - Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. - Where there is discrepancy between grand total of I/T Form and amount mentioned on the Form of Bid, the amount referred in I/T Form shall be treated as correct subject to elimination of other errors. - In case of any discrepancy in bid regarding rates of taxes the corrections shall be made as per applicable taxes on the procurement under consideration b) The amount stated in the Bid will be adjusted by PAA as per the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB 18. c) The correction of bid / arithmetic errors shall be at the sole discretion of PAA and the bidder shall not have any right / claim in this regard
28. Conversion to Single Currency	The bids shall be quoted in Pakistani currency i.e. PKR Only. Bid quoted in any other currency shall be rejected.



29 Evaluation of Bids	Evaluation Techniques a) The evaluation shall be based on Least Cost Based Selection, after meeting all mandatory (technical) specifications/requirements, and achieving lowest Evaluated Price as per criteria provided in the bidding document. The financial evaluation and subsequent contract award will be awarded to the most advantageous bid on <u>total bid value basis</u> b) The technical bids of only the responsive bidders after preliminary evaluation under ITB Clause 25, shall be considered for technical evaluation in detail. c) <u>Bids will be evaluated on total price basis (Lowest evaluated price as per criteria mentioned in bidding documents) along with allied services if any.</u> d) The items not fulfilling technical specifications will be declared non- responsive / disqualified. The prices will be compared on the basis of criteria mentioned in the bidding documents, based on least evaluated cost and during evaluation of the bid's price, PAA will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Bid Price: i. Making any correction for arithmetic errors pursuant to ITB 27 hereof. ii. Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. e) The submitted Technical proposal and Financial proposal of the Bids will be evaluated on the basis of specification & criteria provided in the bidding documents along with other terms and conditions. f) The Financial Bids of only the technically accepted / qualified bids will be opened and the bid found to be the Most Advantageous shall be accepted. g) Any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by PAA, provided such waiver does not prejudice or affect the relative ranking of any other bidders. h) Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall likely lead to disqualification
30.Domestic Preference	a) If the BDS so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Government of Pakistan or any state institution from time to time. The bidder will be responsible to identify and communicate any exemptions available in provisioning of Goods and Services under the contract. However, the procuring agency shall not be responsible if the bidder fails to identify any price preference identified by the Government of Pakistan or any state institution along with relevant documentary evidence.
31. Determination of Successful (Most Advantageous) Bid	a) The Most Advantageous bidder shall be determined as per the evaluation criteria and other details in clause / para 29 above. b) The evaluation (technical and financial) of bid shall be based on total price basis (as per criteria mentioned in bidding documents) along with allied services if any and the contract will also be awarded to the Most Advantageous bid on <u>total bid value basis</u> (as per lowest evaluated price criteria mentioned in bidding documents). c) PAA will award the contract to the Most Advantageous bidder(s), whose bid is responsive and determined to be technically qualified, financially lowest and declared as most advantageous in terms of PPRA Rules 2004 as per least Evaluated Price criteria prescribed in the bidding documents.



33. Criteria of Award	(a) The contract will be awarded to the most advantageous Bidder whose bid has been found Technically qualified, financially compliant and emerged as the Most Advantageous i.e. the bid which has been determined to be substantially responsive to the eligibility criteria, compliant to specifications, applicable laws and other terms of Bidding Documents and which has the lowest evaluated Bid Price. (b) The contract will be awarded to the Most Advantageous bid on <u>total bid value basis</u> (as per lowest evaluated price criteria mentioned in bidding documents). (c) Sample Contract and its General Terms & Conditions are in bidding document. However, the contract clauses might vary at the time of execution of the contract.
34. Negotiations	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: (a) Reduction of quantities for budgetary or any other reasons (b) Any amendments to the conditions of Contract; (c) Finalizing payment and delivery arrangements; (d) The methodology for provisioning of goods and related services (if any); or (e) clarifying details that were not apparent or could not be finalized at the time of Bidding;
35. PAA's Right to Reject all Bids	a) The Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. b) PAA reserves the right to annul the bidding process and reject all bids at any time before award of contract under Rule 33 of PPR-2004 without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for such rejection. PAA shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds. Notice of the rejection of all the bids shall be given to all the bidders.
36. PAA's Right to Vary Quantities at Time of Award	a) PAA reserves the right at the time of contract award to increase or decrease the quantity or line item of goods or related services originally specified in these Bidding Documents without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
37. Notification of Contract Award	a) Prior to the expiration of the period of initial/extended bid validity, PAA will notify the most advantageous Bidder in writing ("Pre- Contract") that its bid has been accepted. b) Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids. c) Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period. The Letter / notification will state the requirements of Procuring Agency from the successful Bidder such as non-judicial stamp paper, performance bond etc. d) The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance relevant with Additional BDS clause 41 and signing of the contract in accordance with ITB 38. Until a formal contract agreement is signed with the bidder, the provisions of draft / sample contract agreement provided with this bidding document shall govern together with the specifications and all other terms and conditions of this bidding documents. e) The most advantageous bidder shall provide the requisite documents for contract signature i.e. Performance Bond @ 10% of total bid / contract value and Non-Judicial Stamp papers @ rate applicable as per the Stamp Fees Rates, The Stamp Act, 1899 for



	the contracts, applicable in Province of Sindh of the total contract amount within 15 days from the notification of contract award. However, the submission deadline may be extended upon supplier's request with valid ground. In case of non-submission of required document within 15 days the delivery date shall be commenced after the expiry of above said 15 days. f) Non-submission of documents as defined in clause 38.5 above will lead to forfeiture of bid security.
38. Signing of contract	a) After notification of contract award and submission of requisite documents by the bidder, Procuring Agency shall send the successful / most advantageous Bidder the contract agreement, incorporating all terms and conditions of the contract. b) PAA and successful / most advantageous Bidder shall sign the contract agreement. c) Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
39. Corrupt & Fraudulent Practices	a) Bidders/Suppliers/Contractors shall observe the highest standard of ethics during the procurement and execution of bidding process and contracts, and will avoid to engage in any corrupt and fraudulent practices. b) If any bidder is found indulging in Corrupt & Fraudulent Practices during any stage of the procurement process or during the execution of contract, the proceedings for blacklisting shall be initiated as per PPRA rules.
40. Constitution of Grievance Redressal	a) Any bidder aggrieved by any act during the procurement process may lodge a complaint on PPRA EPADS Portal. b) The bidder shall lodge their complaint on PPRA EPADS portal not later than 07 days before the bid opening date. c) Any complaint received after the prescribed period at para (b) above shall be considered <u>inadmissible and will not be processed by GRC.</u> d) Physical (written) GRC complaint or via email or any other medium will not be considered.

OTHER PROVISIONS

41. Performance Security	a) After the receipt of Notification of Award, the most advantageous Bidder, within 15 days shall deliver to PAA a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS or Notification of Award. However, the submission deadline may be extended upon supplier's request with valid ground b) The successful bidder shall submit a Performance Bond in the shape of bank guarantee (from the list of acceptable banks attached and as per format attached) or Pay Order equal to 10% (Ten percent) of total bid / contract value, from any scheduled bank in Pakistan. c) Failure of the most advantageous Bidder to comply with the requirement of (a) and (b) above shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event PAA may make the award to the next ranked Bidder or call for new Bids. d) The Purchaser reserves the right to check the authenticity of Performance Security from the concerned Bank.
---------------------------------	---



	e) The Performance Security (or Guarantee) shall remain valid till the complete execution of contract including the warranty period. f) The performance bond will be required to be submitted within 15 days from the notification of contract award. However, the submission deadline may be extended upon supplier's request with valid ground. g) In case of non-submission of required document within 15 days the delivery date shall be commencing after the expiry of above said 15 days.
42. Advance Payment and Security	a) The advance payment will not be provided in normal circumstances. However, the successful bidder may approach PAA with the request for advance payment (if desired) with valid grounds along with undertaking of equivalent amount bank guarantee. The decision of PAA in this regard will be final and binding. b) Subject to mutual agreement of both parties, payments made on milestones may be released. However, the details / milestones may be discussed and agreed before signing of the contract.
43. Arbitrator	a) In case of any difference or dispute arising between the Purchaser and the Supplier in respect of the interpretation, conduct or performance of any terms & conditions of the contract, the same shall be referred to DG PAA for decision, which shall be final and binding upon both the parties to the contract.
44. Overriding Effect of PPR2004	a) Whenever in conflict with these documents, PPRA Rules shall prevail.
45. Beneficial Ownership Information	a) For all public procurement contracts worth Rs.50M or above, the bidder shall provide Beneficial Ownership information on the prescribed Form. Failure to provide the required information of the beneficial ownership by the company or submission of false or partial information, the procuring agency shall: - Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004, - Reject the bid of the said company.
46. Integrity Pact	(a) All Procurement contracts exceeding the prescribed limit set by PPRA shall be subject to an integrity pact to be signed between the procuring agency and the suppliers.
47. Subcontracting	Subcontracting under this case is not allowed.
48. Alternative Bids by Bidders	Alternative bids shall not be acceptable. The bidders shall not quote any alternate bid and the same shall be rejected out rightly.



49. Confidentiality	a) The disclosure of information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall be subject to Rule 41 of PPR-2004. b) Information relating to evaluation of bids and recommendations concerning to award of the contract shall not be disclosed by PAA to the bidders or to any other person who is not officially concerned with the process, until the announcement of the respective evaluation report. c) The Bidder shall not disclose or attempt to make public any information relating to the bidding documents, bidding process and award of the contract to any person or entity without PAA's prior written consent. d) In case of any disclosure related to the bidding process and contractual obligations at any stage by any bidder and/or supplier without PAA's prior consent, subject to relevant PPRA Rules, PAA may reject its bid and/or terminate the contract. e) Any effort by a Bidder to influence PAA in processing of bids, decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid. f) Notwithstanding (e) above, from the time of Bid opening to the time of contract award and beyond, if any Bidder wishes to contact PAA on any matter related to the Bidding process, it should do so in writing or in electronic form.
----------------------------	---

