Standard Bidding Document

Procurement of ADF Scanner (Qty-32) for CATI Hyderabad (Goods)

National

Single Stage-Two Envelope

September 01, 2026

Pakistan Airports Authority ((PAA)),Logistics APS
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REQUEST FOR BIDS

PROCUREMENT OF GOODS

1. The **Pakistan Airports Authority ((PAA))** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Airports Authority ((PAA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Procurement of ADF Scanner (Qty-32) for CATI Hyderabad**" with the reference of **"P105976"**

2. The **Pakistan Airports Authority ((PAA))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amounting described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Bank Guarantee** or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/105976** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Wednesday, September 23, 2026 11:00 AM**. E-bids will be opened using **EPADS v2.0** on the same day at **Wednesday, September 23, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register

themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rule 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. Introduction

1.Scope of Bids

1.1 The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids **through EPADS v2.0** for the provision of Goods for as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1 Source of funds is referred in Clause-1 of Invitation for Bids.

3. Eligible Bidders

3.1 A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country**,** or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of the contract.

3.2 Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

3.3 The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

3.4 Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.5 The invitation for Bids is open to all prospective suppliers, manufacturers, or authorized agents / dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

3.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

3. receive or have received any direct or indirect subsidy from any of them; or

4. have the same legal representative for purposes of this Bid; or

5. 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 Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.7 A Bidder may be ineligible if –

1. he is declared bankrupt or, in the case of company or firm, insolvent;

2. 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;

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

3.8 As and when required, bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.9 Bidders shall submit Bids 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 (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

5. One Bid per Bidder

5.1 A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

5.2 The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Bidding Documents

7. Contents of Bidding Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 9.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required in the Bidding documents through **EPADS v2.0** will be at the Bidder's risk and may result in the rejection of his Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through **EPADS v2.0.**

8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond to any request for clarification through **EPADS v2.0** provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 22**

8.3 Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through **EPADS v2.0**, including a description of the inquiry, but without identifying its source.

8.4 Should the Procuring Agency deem it necessary to amend the Bidding document as a result of a clarification, it shall do so following the procedure under **ITB 9.**

8.5 If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding document.

8.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on **EPADS v2.0**. Any modification to the Bidding documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

9. Amendment of Bidding documents

9.1 Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or Pre-Bid meeting may modify the Bidding documents by issuing addenda through **EPADS v2.0**.

9.2 The Procuring Agency shall promptly publish the addendum through **EPADS v2.0**.

9.3 Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-submit the revised bid prior to the original or extended bid submission deadline.

9.4 To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids through **EPADS v2.0**:

Provided that the Procuring Agency shall extend the deadline for submission of Bids, if such an addendum is issued within last three (03) days of the Bids submission deadline.

C. Preparation of Bids

10. Language of Bid

10.1 The Bid prepared by the bidder, as well as all correspondence and documents relating to the Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise specified in the BDS**.** Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute thedocuments required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

1. Documentary evidence established in accordance with ITB that the Bidder is eligible and/or qualified for the subject bidding process;

2. Documentary evidence establish that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

3. Documentary evidence establish that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

4. Bid security or Bid Securing Declaration furnished in accordance with **ITB 18.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 The Bidder shall furnish, as part of itsBid, all those documents establishing the Bidder's eligibility to participate in the Bidding process and/or its qualification to perform the contract if its Bid is accepted.

14. Form of Bids

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding documents.The Bids Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Bids Prices

15.1 The Bids Prices quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.

15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidder(s) shall be construed to be the price of those missing item(s)

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 14.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 30 (2) of the Public Procurement Rules, 2004.

17. Bids Validity Period

17.1 Bids shall remain valid for the period specified in the **BDS** after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive**.** The period of Bid validity will be determined from the complementary Bid securing instrument, i.e. the expiry period of Bid Security or Bids Securing Declaration as the case may be.

17.2 The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once through **EPADS v2.0**, for the period not more than the period of initial bid validity. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.7.**

18.5 The Bid Security shall be denominated in the local currency, and it shall be a Bank Draft in the name of the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bids/Bid Validity is extended. In either case, the form must include the complete name of the Bidder.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18** are invoked.

18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bids Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

a. the expiry of the Bid Security;

b. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

c. the rejection by the Procuring Agency of all Bids;

d. the withdrawal of the Bids prior to the deadline for the submission of Bids, unless the Bids documents stipulate that no such withdrawal is permitted.

18.8 The successful Bidder's Bids Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

18.9 The Bid Security may be forfeited or the Bid Securing Declaration executed:

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 17.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0. Bids requested to be withdrawn, shall be returned unopened to the Bidders through **EPADS v2.0**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition **before bid submission deadline** through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0

21.1 The Technical and Financial Bids if required to submitted, shall be submitted on **EPADS v2.0**.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through **EPADS v2.0** before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The Bid Evaluation Committee **<u>shall generate minutes through EPADS v2.0 containing brief details of bid opening process.</u>** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fail to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day on the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Evaluation Committee.

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 <u>before</u> **<u>three days prior to the deadline for submission of bids.</u>** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

24.3 The alteration or modification in the BIDS which in any way affect the following parameters will be considered as a change in the substance of a Bids:

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;

5. terms and conditions of Bidding documents.

6. change in the ranking of the Bidder

24.4 From the time of Bids opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

1. meets the eligibility criteria defined in **ITB 3**;
2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;
3. is accompanied by the required securities; and
4. is substantially responsive to the requirements of the Bidding documents.

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

25.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one that: -

1. affects in any substantial way the scope, quality, or performance of the Goods;
2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or
3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.3 If a Bids is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Procuring Agency shall examine the Bids to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

26.2 The Procuring Agency shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 25.2,** it shall reject the Bid.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

2. 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

3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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

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

28. Conversion to Single Currency

28.1 To facilitate evaluation and comparison, the Procuring Agency will convert all Bids prices expressed in the amounts in various currencies in which the Bids prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing on the date of opening of financial bids specified in the bidding documents, in accordance with weighted average customer exchange rates list issued by the State Bank of Pakistan on that day.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria described in the Bidding Documents in accordance with Rule 29 and 30 of the Public Procurement Rules, 2004.

1. Least Cost Based Selection (LCBS)
After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered Successful Bid.

2. Quality and Cost Based Selection (QCBS)
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

3. Quality Based Selection (QBS)
Atter meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second

highest bidder and so on.

29.2 In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS v2.0. However, in no case the rates shall be higher than the original financial bids.

30. Domestic Preference

30.1 The procuring agency shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the BDS or prescribed in the separate section titled as Evaluation Criteria.

31.2 In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Successful Bid.

31.3 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the goods.

31.4 In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of the Public Procurement Rules, 2004.

32. Abnormally Low Financial Bids

32.1Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.

32.2 The Procuring Agency may reject an Abnormally low financial bids.

32.3 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bids price with the cost estimate;
2. Comparing the Bids price with the Bids offered by other Bidders submitting substantially responsive Bids; and
3. Comparing the Bids price with prices paid in similar contracts in the recent past either government- or development partner-funded.

32.4 The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.5 The determination will take into account the Bidder’s financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding documents shall not be used in the evaluation of the Bidders’ qualifications.

32.6 Procuring Agency may seek “Certificate for Independent Price Determination” from the Bidder and the results of reference checks may be used in determining an award of contract.

Explanation: The Certificate shall be furnished by the Bidder. The Bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

32.7 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder’s Bids, in which event the Procuring Agency will proceed to the next ranked Bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Most Advantageous Bidder.

34. Negotiations

34.1 The procuring agency shall not engage in negotiations with respect to scope and price with the bidder except when the procuring agency conducts a procurement using direct **or negotiated** contracting or a request for proposals with evaluation based on quality alone.

34.2 The procuring agency may negotiate with the most advantageous bid with a view to streamline the work or task execution, at the time of contract finalization on methodology, work plan, staffing, finalizing payment arrangements, delivery arrangements, minor amendments to the special conditions of the contract.

35. Procuring Agency Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 33 of the Public Procurement Rules, 2004.

36. Procuring Agency's Right to Vary Quantities at the Time of Award

36.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

37. Notification of Award

37.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on **EPADS v2.0** in accordance with Rule 35 of the Public Procurement Rules, 2004.

37.2 The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

37.3 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

38. Signing of Contract

38.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

38.2 Immediately after the Redressal of grievance by the GRC (if any), mandatory standstill period in accordance with Rule 35 of the Public Procurement Rules, 2004 and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

39. Corrupt & Fraudulent Practices

39.1 Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

40. Constitution of Grievance Redressal

40.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

40.2 In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 48 of the Public Procurement Rules, 2004 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

41. Mechanism of Blacklisting

41.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Mechanism for Blacklisting Regulations, 2024, read with Rule 19 of the Public Procurement Rules, 2004.

41.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 19 of the Public Procurement Rules, 2004 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Pakistan Airports Authority ((PAA))**

The subject of procurement is: **Procurement of ADF Scanner (Qty-32) for CATI Hyderabad**

Expected commencement date: **Friday, October 30, 2026**

BDS Clause Number 2
ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P105976**

BDS Clause Number 3
ITB Clause Number 3.1

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4
ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Thursday, September 17, 2026

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. Filled and signed Technical Compliance Sheet / Specification provided in Bidding Documents.

2. Technical Literature / Brochure

3. Annexure-F and all other Forms duly filled and signed. Specimen of Bank Guarantee as Bid Security and Performance Bond at Annexure-J and Annexure-K shall be used for preparation & issuance of Bank Guarantee accordingly.

BDS Clause Number 6
ITB Number 11.1
Items/Lots and threre related documents:
See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 10
ITB Number 17.1

The Bids/Bid Validity period shall be: **120 Days**

BDS Clause Number 11
ITB Number 18.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Bank Guarantee**

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Logistics APS Branch, Logistics Centre (South), Karachi before bid submission deadline.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Wednesday, September 23, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Wednesday***

Date: ***Wednesday, September 23, 2026***

Time *: **11:30 AM***

BDS Clause Number 14
ITB Number 31.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

Grievence against this procurement shall be submitted online on EPADS v2.0.

Arbitrator shall be appointed by mutual consent of the both parties.

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant Sole Proprietorship Partnership Firm Company (Private Limited) Company (Public Limited) Company (Holding Company) State Owned Enterprise (Private Limited) State Owned Enterprise (Public Limited)	FBR (NTN)

Eligibility Criteria	Document
The bidder shall be Active on FBR active taxpayer list for Income Tax and Sales Tax with 100% Compliance.	Yes

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %
100

Technical Marks	100
Passing Marks	100
Technical Evaluation Criteria	
Compliance to Technical Specifications (Qualitative)(Doc Required)	100

Items/Lots

Items Without Lots :

Item	UNSPSC	Delivery Schedule	Quantity	Bid Security	Warranty
ADF Scanner	Scanners	**Address:** Logistics Centre (South), Karachi **Schedule:** 90 Days **Quantity:** 32/Qty	32/Qty	128341 PKR	03 Years

Related Services of Goods:

No

Items/Lot Specification

Items Without Lots :

Item: ADF Scanner

UNSPSC: Scanners

Specifications / Requirementsss:

As per detailed specifications mentioned in Annex A-3

Price Schedule

For Individual Items

#	Item Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

General Conditions of Contract

A. General

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

a. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

b. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

c. “The Contract” means an agreement enforceable by law;

d. “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

e. “Ancillary Services” means those services ancillary to the provision of Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Bidder covered under the Contract;

f. “GCC” means the General Conditions of Contract contained in this section;

g. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

h. **“**Day” means calendar day unless indicated otherwise.

i. “Effective Date” means the date on which this Contract comes into force and effect.

j. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

k. “The Project Site,” where applicable, means the place or places named in Bids Data Sheet and technical Specifications;

l. “Government” means the Government of Pakistan;

m. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

n. "Service" means any object of procurement other than goods or works;

o. “Party” means the Procuring Agency or the Bidder, as the case may be, and “Parties” means both of them;

p. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

q. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

r. “In Writing” means communicated in written form with proof of receipt;

s. “Local Currency” means the currency of Pakistan;

2. Application and Interpretation

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

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

3. Applicable Law

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

4. Governing Language

4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Bidder and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Notices

5.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**.

6. Delivery/Location

6.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

7. Authorized Representatives / Authority of Member in charge

7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Bidder may be taken or executed by the officials specified in the **SCC**.

B. Commencement, Completion, Modification, and Termination of Contract

8. Effectiveness of Contract

8.1 This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

9. Commencement of Services

9.1 The Bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

10. Program

10.1 Before commencement of the Services, the Bidder shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

11. Starting Date/Expiration Date

11.1 The Bidder shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC.**

11.2 Unless terminated earlier pursuant to Clause **GCC 15** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

13. Modification

13.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

13.2 In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

14. Force Majeure

14.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

14.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

15. Termination

15.1 By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Bidder in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings;

d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

15.2 By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

b. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration.

d. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

b. during the term of this Contract, neither the Bidder nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

21.1 The Bidder shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 15.**

22.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

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

23.3 The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in SCC.

23.4 The Performance Guarantee will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

26.1 The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Bidder's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

27. Removal and/or Replacement of Personnel

27.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

27.3 The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

30.2 In case that such services, facilities and property shall not be made available to the Bidder, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof.

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

32.1 Payments will be made to the Bidder according to the payment schedule stated in the SCC and as per actual invoice submitted by the Bidder.

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

33.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder's performance and notify him of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Procuring Agency may instruct the Bidder to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

35. Correction of Defects,and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

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

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 The disputes between the parties to the contract may be settled in accordance with Public Procurement Rules, 2004.

37.2 The procuring agency shall refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Number of GC Clause 1

Definitions

The Procuring Agency is: Pakistan Airports Authority ((PAA)), Logistics APS Logistics APS Branch, Logistics Centre (South), Karachi

The Supplier is:

The title of the subject procurement is: Procurement of ADF Scanner (Qty-32) for CATI Hyderabad

Number of GC Clause 3

Applicable/Governing Law:

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English.**

Number of GC Clause 5

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Airports Authority ((PAA)), Logistics APS
Logistics APS Branch, Logistics Centre (South), Karachi
+92-219-907-2697
azeem.sarwar@paa.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder’s Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 7.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Airports Authority ((PAA)), Logistics APS
Logistics APS Branch, Logistics Centre (South), Karachi
+92-219-907-2697
azeem.sarwar@paa.gov.pk

For the Bidder:

Name: ………………………

Designation: ……………..

Address: ……………………………..

Number of GC Clause 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.06%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23

Performance Guarantee:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Pay Order, Banker's Cheque, Bank Guarantee**

Number of GC Clause 32

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 33

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 34

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

As mentioned in bidding documents and sample contract mentioned therein.

Number of GC Clause 37

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P105976***

To: **Pakistan Airports Authority ((PAA)), Logistics APS Logistics APS Branch, Logistics Centre (South), Karachi**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of __________ 20_____ between **Pakistan Airports Authority ((PAA)), Logistics APS Logistics APS Branch, Logistics Centre (South), Karachi**

(hereinafter called "the Procuring Agency") of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called "the Bidder") of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Procurement of ADF Scanner (Qty-32) for CATI Hyderabad (*P105976*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

   1. This form of Contract;
   2. the Form of Bids and the Price Schedule submitted by the Bidder;
   3. the Schedule of Requirements;
   4. the Technical Specifications;
   5. the Special Conditions of Contract;
   6. the General Conditions of the Contract;
   7. the Procuring Agency's Letter of Acceptance; and
   8. [*add here: any other documents*]

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

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

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

Signed, sealed, delivered by ___________________the _________________ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

……………………………………………….

Signed, sealed, delivered by ___________________the _________________ (for the Procuring Agency)

Witness to the signatures of the Bidder: ……………………………………………….

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Airports Authority ((PAA)), Logistics APS Logistics APS Branch, Logistics Centre (South), Karachi**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

[date}

Annexure

Additional Bid Data Sheet-400

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.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Additional Bid Data Sheet-400** (page number: 67)

Additional SCC - 400

This document contains generic / sample conditions of contract. Actual conditions of contract may vary at the time of signing of contract with most advantageous bidder. The following specific data for the goods (and allied services) to be procured shall complement, supplement or amend the provisions in the GCC or SCC above. Whenever there is a conflict, the provisions herein shall prevail over GCC and SCC above.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Additional SCC - 400** (page number: 80)

Technical Proposal Form

The document contains all the forms required to be filled, signed and submitted by the bidder along with Technical Bid. Specimen of Bank Guarantee as Bid Security at Annexure - J shall be used for preparation & issuance of Bank Guarantee accordingly.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Proposal Form** (page number: 91)

Financial Proposal Form

The document contains all the forms required to be filled, signed and submitted by the bidder along with Financial Bid. Specimen of Bank Guarantee as Performance Bond at Annexure K shall be used for preparation & issuance of Bank Guarantee accordingly.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Proposal Form** (page number: 105)

Technical Specifications -400

Technical SpecificationsSheet must besigned and stamped by the bidder.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Technical Specifications -400** (page number: 116)

Procurement Forms

Additional Forms and Documents

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.

ITB Clause	Description
1. **Scope of Bids**	a) Procurement Title / subject of procurement: **PROCUREMENT ADF SCANNER (QTY-32) FOR CATI HYDERABAD** a) Services: **N/A** b) Reference Number: **HQPAA/1984/400/XXLA** c) Delivery period: **90 Days** d) Method of procurement: **PPRA Rule 36(b) – Single Stage Two Envelop** e) Validity of bid : **120 Days**
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

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	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) **Original Bid Security submitted physically at the given address before the bid submission deadline** 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) **Prices quoted should be in Pakistan currency.** 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 un-loading, 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.

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	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: HQPAA/« BID_NO. »</u>** **<u>FOR PROCUREMENT OF «Description»</u>** **DON'T OPEN BEFORE *(AS PER SCHEDULE MENTIONED IN THE INVITATION TO BID NOTICE)*** 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: i. 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).

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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.

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	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: i. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the PAA there is an obvious misplacement of the decimal point in the unit price or a gross error in the price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total amount corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and iii. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. iv. Where there is discrepancy between grand total of I/T Form and amount mentioned on the Form of Bid, the amount referred in I/T Form shall be treated as correct subject to elimination of other errors. v. In case of any discrepancy in bid regarding rates of taxes the corrections shall be made as per applicable taxes on the procurement under consideration 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 **total bid value basis** (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

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	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.

<u>OTHER PROVISIONS</u>

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.

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	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: i. Blacklist the said company in accordance with rule 19(1)(a) of Public Procurement Rules, 2004, ii. 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.

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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.

Additional Special Conditions of Contract (SCC)

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

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

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Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1(d)	The "**Contract Price**" is the total contract value stated in Annexure "A" BOQ / Schedule of Stores of the contract and Form of Contract.
2.	1(o)	The Procuring Agency is: [**PAKISTAN AIRPORTS AUTHORITY HEADQUARTERS, TERMINAL-I, JIAP, KARACHI**]
3.	1(o)	The **Supplier** is: [------------------------------------]
4.	1(t)	The title of the subject procurement is: **[------------------------]**
5.	1 (u)	**Country of Origin is ----------**
6.	1(v)	**"End User"** means PAKISTAN AIRPORTS AUTHORITY
7.	1 (w)	**"Specification"** means the specification of goods and performance of incidental services (if any) as stated in **Annexure "----"** BOQ / Schedule of Stores of the contract.
		Application and Interpretation (GCC 2)
8.	2	(a) These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. (b) In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. (c) The documents forming the Contract shall be interpreted in the following order of priority: i. Form of Contract, ii. Additional Special Conditions of Contract iii. Special Conditions of Contract, iv. General Conditions of Contract, v. Letter of Acceptance, vi. Certificate of Contract Commencement vii. Specifications viii. Contractor's Bid ix. Bidding Document, and x. Any other document listed in the Special Conditions of Contract as forming part of the Contract.
		Notices (GCC5)
9.	5	— Procuring Agency's address for notice purposes: Logistics APS Branch, Pakistan Airports Authority (Headquarters), Terminal No.1, Jinnah International Airport, Karachi, Pakistan —Supplier's address for notice purposes:

		Delivery / Location (GCC 6)
10.	6	a) The supplier shall deliver the goods along with performing allied services such as installation, testing, commissioning etc as defined in Contract Annexure / BOQ. b) **Intended delivery date**: The delivery period under the contract is **-------- days** with effect from the letter of (intent/acceptance) or from the date of signing of contract by the both parties, which is applicable. The Supplier shall deliver the stores and perform allied services mentioned in Annexure-A to the consignee within **--------** from the letter of (intent/acceptance) or from the date of signing of contract by the both parties, which is applicable. Part Delivery / Part Payment is allowed within the time frame described above.
		Effectiveness of Contract (GCC 8) **Commencement of Services (GCC 9)** **Starting Date / Expiration Date (GCC 11)**
11.	8 & 9	a) The **"Commencement Date"** of the contract shall take effect as notified by purchaser to the supplier via the letter of (intent/acceptance) or from the date of signing of contract by the both parties, whichever is applicable and mentioned. b) "**Effective Contract date"** will be considered from the date as per the letter of (intent/acceptance) or from the date of signing of contract by the both parties. The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties or as per the Letter of (intent/acceptance).
12.	8, 9, & 11	a) The contract shall come into effect as per the letter of (intent/acceptance) subject to signing of contract by both parties. b) No certificate of commencement is required under this contract. c) The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties or as per the Letter of (intent/acceptance).
		Entire Agreement (GCC 12)
13.	12	The documents forming the Contract shall be construed to include following and be interpreted in the following order of priority: xi. Form of Contract, xii. Additional Special Conditions of Contract, xiii. Special Conditions of Contract, xiv. General Conditions of Contract, xv. Letter of Acceptance, xvi. Certificate of Contract Commencement xvii. Specifications xviii. Contractor's Bid xix. Bidding Document, and xx. Any other document listed in the Special Conditions of Contract as forming part of the Contract.
		Modification (Amendment) GCC 13
14.	13	a) The contract may be amended or modified with the mutual consent and/or agreement in writing by both the parties to the contract.

		b) The provisions of **GCC clauses 6 (Delivery), 31 (Contract Price), (change order), and 36 along with SCC Clauses 5, 28, 40 and 26** or any other clauses can be amended with mutual consent
Force Majeure (GCC 14)		
15.	14	a) "**Force Majeure**" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. b) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. And includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. c) In this event, the following provisions shall apply only after the mutual agreement / approval of PAA: i. The obligations and responsibilities of the Supplier under this Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues; ii. The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of contract to be different from the period of suspension; iii. the Supplier is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, PAA shall have the right to terminate this Contract on the same terms and conditions as are provided for in Article 26 (Termination); iv. In case that Force Majeure extends for more than ninety (90) days, both Parties shall agree the way to proceed.
Termination (GCC 15)		
16.	15	<u>The GCC Clause 15 removed in its entirety and replaced with the following SCC clauses: -</u> If the Supplier fails to deliver the Stores/Equipment (or services if any) or any part thereof to the Consignee within the prescribed period or within such extended period as may be agreed in writing by both the parties, the Purchaser shall on expiry of grace period i.e. 10% of the Delivery period be entitled to take either of the following actions: - (a) To cancel / terminate the contract and / or forfeit the Security Deposit as per **SCC Clause 23 (g)** of this contract after giving '**seven days**' written notice to the Supplier and / or initiate case for blacklisting as per PPRA rule 19 (where applicable). OR

		(b) To cancel the contract and or purchase from elsewhere the defective or the un-supplied Stores at the risk and expense of the Supplier, after giving him **seven days'** written notice. The Supplier shall be liable for any loss, which the Purchaser may sustain on this account, but shall not be entitled to any gain on repurchase. In such scenario, the purchaser reserves the right to recover the amount from any pending bill / payment or performance guarantee of the supplier from any contract / purchase order of supplier across PAA.
Sub-contract / Sub-Contracting (GCC 1(m), 16.2, 17, 19)		
17.	1(m), 16.2, 17, 19 and elsewhere mentioned in contract	Subcontracting is not allowed under this contract and the supplier having submitted the most advantageous bid and awarded the contract shall be responsible for complete execution of contract.
Insurance to be Taken out by the bidder GCC 19		
18.	19	Complete responsibility of any nature of risk whatsoever shall be with the supplier till the delivery & installation (if applicable) of equipment at the location specified by the procuring agency under the contract.
Liquidated Damages (GCC Clause 22)		
19.	22	<u>The GCC Clause 22 and subsequent SCC above are removed in their entirety and replaced with the following SCC clauses: -</u> a) The Purchaser shall have the right to impose liquidated damages at the rate of two percent (2%) per month of the value of the late delivered Stores, installation / commissioning, training or any part thereof for the period exceeding the delivery period, subject to the provision that the total amount thus levied shall not exceed ten percent (10%) of total Contract value of the late delivered Stores (including installation / commissioning), training etc. The Liquidated damages shall not be imposed if the supplier completes the contract execution within the grace period (after the delivery period) i.e. 10% of the delivery period but not exceeding 21 Days. However, if the contract execution is delayed beyond the grace period, then the grace period shall also be included in delay period for the calculation of L.D charges. b) The liquidated damages shall not be applicable or partly applicable if the grounds for delay are established by supplier pursuant GCC Clause 1.1(v) Force Majeure, subject to acceptance by purchaser. If agreed by purchaser, an amendment to the contract would be signed by both parties as per GCC Clause 22 and SCC Clause 36. c) In case of extension in delivery period, the grace period will not be allowed.

Performance Guarantee (or Security) GCC 23		
20.	23	<u>The GCC Clause 23 and subsequent SCC above are removed in their entirety and replaced with the following SCC clauses</u>: - a) For due, satisfactory and timely supply of the Equipment or Stores, the Supplier shall furnish to Pakistan Airports Authority a Performance Bond or Security Deposit of **10% (Ten percent)** of the total value of the contract at the time of signing of this contract within 15 days, **in case of non-submission of required document within 15 days the delivery date shall be commenced after the expiry of above said 15 days.** b) The Supplier shall keep the Performance Bond or Security Deposit valid till satisfactory completion of the contract, including the completion of warranty period. c) **Standard warranty period of each deliver item is (36 Months) Three Year(s) from the issuance date of certificate receipt voucher.**
		d) This Performance Bond or Security Deposit shall be in shape of: - a) Demand Draft or Pay Order in the name of Pakistan Airports Authority, Karachi from any scheduled bank of Pakistan. **OR** b) Bank Guarantee from a bank acceptable to PAA on approved format.
		e) The Supplier shall have no claim against the Purchaser in respect of interest on Security Deposit or depreciation of currency, what so ever. f) On satisfactory performance of the contract and completion of warranty period, as applicable, the Security Deposit / Performance Bond in shape of Pay Order of Bank Guarantee will be returned to the Supplier upon request. g) In case of unsatisfactory performance of the Supplier or in the event of any breach of terms, given in the contract till completion of warranty period, the Purchaser may forfeit the Security Deposit or en-cash the Performance Bond in all or in part as deemed fit and proper by the Purchaser.
Description of Personnel (GCC 26)		
21.	26	The personnel if specifically highlighted and submitted by bidder for provisioning of services, shall not be changed without prior intimation to PAA.
Assistance and Exemptions (GCC 28)		
22.	28	The Procuring Agency will assist to obtain exemptions for certain goods and services 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 supplier 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 exemptions allowed by the Government of Pakistan or any state institution along with relevant documentary evidence.
Change in the Applicable Law (Taxes & Duties) GCC 29		
23.	29	Taxes and Duties a) During the validity of this Contract, price adjustment may be made due to change in sales tax by Government. b) Adjustment in Contract price may be made in case of increase / decrease in rate of sales tax by Government during the period of Contract.
Services and Facilities (GCC 30)		
24.	30	<u>The GCC Clause 30 and subsequent SCC above are removed in their entirety and</u>

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		<u>replaced with the following SCC clauses: -</u> a) The purchaser shall provide access to supplier for the property (space) and areas for delivery of goods and performing allied services where mentioned in the contract. b) In case the purchaser is unable to provide access to supplier as defined above, thereby rendering the supplier unable to deliver goods or perform allied services as required in the contract, the Parties shall agree on any time extension that may be appropriate to grant to the supplier for the performance of contract i.e. delivery of the goods or perform allied Services. c) The above provisions shall not be applicable in cases: i. Where the matter of access is not attributable to PAA ii. The supplier fails to inform PAA of required access iii. The supplier fails to furnish the required documentation for grant of access iv. The supplier requests access during non-office hours.
Contract Price (GCC 31)		
25.	31	a) There shall be no adjustment of prices except any change / modification in sales tax by Government and deletion of item (or service) or reduction of quantity as mutually agreed. The decision of Procuring Agency in this case shall be final and binding. An amendment to the contract will be required as per **GCC Clause 13 (SCC Clause 17).** b) The prices mentioned in Annexure "A", are firm and final subject to condition above.
Terms and Conditions of Payment (GCC 32)		
26.	32.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: a) Payment under the contract shall be made in Pakistani Rupee (PKR) after successful delivery (and installation, training, commissioning, SAT as specified in the contract) by supplier as per contract subject to inspection and acceptance of items by Procuring Agency and submission of complete & accurate bill by supplier along with requisite documents. b) If the Milestones have been defined for payment in the contract, the supplier will be claim payments only as per the milestones defined subject to fulfillment of deliverables and complete documentation under the relevant milestones. c) If Part Delivery has been allowed in the contract, the supplier may also claim part payment against the deliverables of contract. However, the maximum number of partial payments will be restricted to **Three (03)** bills / invoices. d) The Supplier shall submit the following documents in original / copy (as specified) to Additional Director Log (APS) HQ PAA JIAP, Karachi, for processing payment against the contract: - i. Original Bill/invoice (in triplicate). ii. Original Sales tax invoice. iii. Copy of Contract & Amendment (if any). iv. Copy of CRV v. Copy of NTN Certificate & Active Taxpayer Evidence (Sales Tax). vi. Copy of professional Tax Certificate (2025-2026) vii. Original Bank Account Detail. viii. Original Installation & Commissioning Certificate / Job Completion Certificate (Where applicable) ix. Original Training Certificate (Where applicable) x. Original FAT / SAT Certificate (Where applicable).

		e) In case of Imported items where Tax exemption has been claimed, the following documents shall also be submitted by supplier in addition to documents specified above: i. Copy of Bill of Entry / Customs import documents. (GD-I) (the purchaser reserves the right to verify the GD through online Customs / WEBOC portal for which the supplier may be asked to detail a representative for verification on WEBOC system). ii. Original Affidavit on (stamp paper) for Exemption of Tax. iii. Original Undertaking Exemption of Tax on letter head f) Payments of the stores shall be made within 60 days upon issue of receipt voucher & SAT acceptance report indicating receipt of the store by the purchaser without any discrepancy / defect and submission of bill with complete documents without any error / omission / discrepancy or any defect. g) In any case payment shall be made to supplier after the signing of contract. h) The supplier shall be responsible for completeness and genuineness of the documents / invoices submitted for payment. The procuring agency shall not be responsible for non-payment / late payment of invoices if incomplete / inaccurate documents are submitted by supplier i) The Supplier shall ensure due payments of all the duties and taxes including that of Federal Government or the Provincial Government excluding provincial Service Tax for the supply of goods (and allied services if any). j) There shall be no interest on the late payment made by Procuring Agency. However, procuring agency will make payments subject to the conditions that the payment / billing documents submitted by the supplier are clear, accurate, as per the deliverables, free from any error or defect and are wholly complete in all respects
27.	32.2	The advance payment will not be provided in normal circumstances. However, the supplier 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.
Identifying Defects (Inspections and Tests) GCC 34		

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28.	34	**Inspection and Tests** (1) An inspection of the Stores be arranged at Consignee's premises (or at the Supplier premises) by Inspecting Officer or his representative to check the quality of the Stores (as define in the technical specification), and the Inspecting Officer will sign or issue the acceptance or rejection certificate. (2) Where the items have been delivered after the expiry of delivery period, or beyond the provisions of partial delivery or any other provision where in complete delivery of items is required to be made by the supplier, it must be ensured that the complete items qualify the inspection by the purchaser as per the requirement. If in case of partial quantity of the items fails during inspection under the scenario, the complete delivery shall be deemed to be rejected and the effective date of complete delivery and acceptance shall be considered after items have been replaced by the Supplier subject to inspection (3) Rejected Stores, if left uncollected at the Purchaser i.e., Pakistan Airports Authority's premises, shall be at the Supplier's risk and expense. Damaged Stores shall not be accepted. The Supplier shall remove the rejected or damaged Stores within 7 days at his expense. (4) The inspection can also include FAT, SAT, FSAT or any combination thereof as specified in the contract.
Correction of Defects, and Lack of Performance Penalty GCC 35 (WARRANTY)		
29.	35	<u>The GCC Clause 35 is removed in its entirety and replaced with the following SCC clauses: -</u> a) The Supplier shall warranty the Stores for a period of **<u>(36 Month) Three Years</u> <u>warranty (from the date of receipt in the Consignee's Warehouse</u>**, whichever is applicable, against any design or manufacturing defect, bad workmanship or faulty material. b) In case of any defect, fitment problem or discrepancy of any nature whatsoever, the Supplier shall replace defective Equipment and/ or Store free of cost. In case supplier fails to replace the defective Store and or Equipment within 45 days of intimation by the Purchaser, the Supplier shall refund the cost of the Stores in currency in which received within 15 days, after the above mentioned 45 days, otherwise the Purchaser shall have the right to take action under GCC clause 27 of the contract and/ or forfeit the Performance Bond or Security deposit. c) Turnaround time for rectification should not be more than 45 days
Taxes and Duties (GCC Clause 36)		
30.	36	a) The Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until the closure of contract. b) The Supplier shall ensure due payments of all the duties and taxes including that of Federal Government or the Provincial Government excluding provincial Service Tax for the supply of goods (and allied services if any). c) During the validity of this Contract, price adjustment may be made due to change in sales tax by Government. d) Adjustment in Contract price may be made in case of increase / decrease in rate of sales tax by Government during the period of Contract.
Alternate Dispute Resolution GCC 37		

31.	37	<u>The GCC Clause 37 and subsequent SCC above are removed in their entirety and replaced with the following SCC clauses: -</u> 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 this contract, the same shall be referred to DG PAA (arbitrator) for decision, which shall be final and binding upon both the parties to this contract. b) If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 28 (twenty eight) days following a notice sent by one Party to the other Party in this regard. c) At future of negotiation the dispute shall be resolved through mediation and mediator which shall be DGPAA. d) At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in [KARACHI] and proceedings will be conducted in – [ENGLISH] language. e) The cost of the mediation and arbitration (external) shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. f) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. g) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise mutually agreed.

<u>Additional Provisions not mentioned in GCC</u>

	Conditions Precedent
32.	a) The contract shall come into effect as per the letter of (intent/acceptance) subject to signing of contract by both parties. b) The supplier is required to submit non- judicial stamp papers and performance bond as per **GCC clause 23 and SCC clause 23**. c) No certificate of commencement is required under this contract. The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties or as per the Letter of (intent/acceptance). d) If the Condition precedent stipulated are not met by the date specified in the SCC this contract shall not come into effect and may be annulled.
	Packing

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33.	The Goods shall be packed properly in accordance with standard export packing. The goods shall be duly and appropriately packed in original manufacturer packing. No loose Stores shall be accepted at the time of delivery. It will be the sole responsibility of supplier to ensure that the goods are packed in appropriate way for stowage, handling, loading, transportation, and un-loading, installation, or any other requirement.
Transportation	
34.	The supplier shall be completely responsible to ensure safe transportation of goods in appropriate way for handling, loading, transportation, and un-loading, installation, or any other requirement till the final destination / consignee as per contract.
Related Services	
35.	The supplier shall be responsible to perform all incidental services as mentioned in the BOQ / Schedule of Stores.
Spare Parts	
36.	The supplier shall provide the Spare Parts as mentioned the BOQ / Schedule of stores (if any) within the prescribed delivery period.
Change Orders	
37.	The specification of items in BOQ may be changed / modified to offer higher / better / upgraded model on request of supplier subject to acceptance and decision of purchaser. The supplier may be asked to produce all relevant documentation from OEM in this context.
Delay in the Supplier's Performance	
38.	a) If the delay in supplier's performance is due to any event falling under **Force Majeure GCC Clause 14 (SCC Clause 18),** the supplier shall submit the request with complete and accurate documents along with timeline of events for consideration by purchaser. b) The supplier's request along with documentary evidence may be evaluated by the purchaser to ascertain if the grounds for delay are established by supplier **pursuant Force Majeure GCC Clause 14 (SCC Clause 18)**. If agreed by purchaser, an amendment to the contract would be signed by both parties as per **GCC Clause 13 and SCC Clause 17.**

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THE FOLLOWING DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

PAKISTAN AIRPORTS AUTHORITY

INVITATION TO BID (I/T FORM)

Tender Title	**PROCUREMENT OF ADF SCANNER (QTY-32) FOR CATI HYDERABAD**				
Ref No.	**HQPAA/1984/400/XXLA**				
Bid Validity	120 Days	**Delivery Period**	90 Days	**PR No.**	2990

SCHEDULE OF EQUIPMENT/STORES

S.No.	Item Description	UOM	Quantity	(Quoted / Not-Quoted)	Remarks
1	Scanner (ADF) (as per detailed specs mentioned in Annex A-3)	EACH	32		

Notes:

a)	Bids must be submitted electronically through PPRA EPADS v2.0 web portal in accordance with PPRA Rule-2004 clause 36 (b)
b)	Technical Specifications / Compliance Sheet is attached at **Annexure A-3**. Technical query (if any) shall be uploaded on EPADS no later than 07 days before opening of the bid.
c)	Bids must accompany technical literatures / brochures if any.
d)	Bidders are requested to read carefully & abide by the Terms and Conditions of the bidding documents
e)	Quoted price should be inclusive of GST & all applicable Govt/Local taxes, stamp duties or any change therein, Excluding Provincial Sales Tax (SST) as mentioned in the bidding document.
f)	The firm/bidder may submit their bid in detail separately (if desired) along with Invitation to Bid Form S-103A

Additional Notes:

i.	Consignee: Logistics Centre South, Karachi.

BIDDER'S DETAILS		
SIGNATURE	DATE	QUOTE REF #:
NAME	TELEPHONE	

Section VI–Standard Forms

SR #	SUBJECT	Annexure
1.	BIDDING FORM (TECHNICAL BID)	B
2.	BID SUMMARY SHEET (TECHNICAL)	D
3.	GENERAL TERMS & CONDITIONS / INSTRUCTIONS TO BIDDERS	F
4.	LETTER OF BID – TECHNICAL PROPOSAL	G
5.	BIDDER INFORMATION FORM	H
6.	SPECIMEN OF BANK GUARANTEE AS BID SECURITY	J
7.	LIST OF ACCEPTABLE BANKS FOR BANK GUARANTEES	L
8.	INTEGRITY PACT	M
9.	DECLARATION OF BENEFICIAL OWNERS' INFORMATION	N

BIDDING FORM (TECHNICAL BID)

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

Gentlemen,

Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver, **PROCUREMENT OF ADF SCANNER (QTY-32) FOR CATI HYDERABAD .**in conformity with drawings, specifications of goods and conditions of Bidding Documents.

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

Dated this ______________________day of _______________20_____

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of
____

(Signature of Witness)

Name: - ________________________________

CNIC:- ________________________________

BID SUMMARY SHEET
INVITATION TO BID NO. HQPAA/1984/400/XXLA

Description: PROCUREMENT OF ADF SCANNER (QTY-32) FOR CATI HYDERABAD.

(TO BE ATTACHED WITH TECHNICAL BID)

1. Bidder Name: ______________________

   Address: ______________________

   Phone, mobile& Fax No: ______________________

   E-mail address: ______________________

2. Manufacturer Name: ______________________

   Country of Origin: ______________________

3. Items Quoted: (Sr. No) ______________________

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

5. Price Validity: ______________________

6. Offered Delivery Period: ______________________

7. GST Registration No: ______________________

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

9. Bid Security Attached with Technical Bid: Yes No

10. Instrument number of Bid Security: ______________________

11. Any Deviation: ______________________

Signature ______________________

Name & Designation______________________

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GENERAL TERMS AND CONDITIONS /
GENERAL INSTRUCTIONS TO BIDDERS

1. Bids will be opened in the public at Logistics (APS) branch, Headquarters, Pakistan Airports Authority on the date and time mentioned in I/T form. If it is holiday/off day on the date of opening, the tender will be opened on next working day at the same time and place.

2. Procedures for open competitive bidding

Single stage two envelops bidding procedure shall be applicable as per PP Rule-2004 Clause No. 36 (b). Bids shall be submitted online on PPRA EPADS Portal. Whereas, for copy of bid, the Technical and Financial proposals should be in separate SEALED envelopes, thereafter, both envelops the (Technical and Financial) be put in one envelop (second cover) duly sealed, signed and addressed to Additional Director Logistics (APS) HQPAA mentioning I/T No. date and time of opening. Copy of Bid must be dropped in Tender Box placed at Logistics (APS) Branch, Logistics Centre (south) JIAP Karachi, at least before 30 minutes of tender opening time (as per tender notice). Physical Copy of Bid is just for assistance of PAA Evaluation team and shall not be considered as bid submission. Bids will only be considered if uploaded on EPADS portal.

3. Non-receipt of bid or late submission of the bid shall not be entertained.

4. Bid should be typed (legible) written both in figures and words. Over written/erased, mutilated/doubtful quotation and bearing non-specified delivery period may likely be rejected.

5. The successful bidder to furnish pre-requisites of contract i.e. Non-judicial stamp papers and other documents within 15 calendar days along with a performance Bond @ 10% of the total contract value, in shape of Bank Guarantee (from list of acceptable banks attached at Annexure-L) /Pay order /Demand draft of the total contract value, in favor of PAKISTAN AIRPORTS AUTHORITY at the Time of signing of the CONTRACT for the satisfactory execution of contract including the completion of warranty period. The signatory from the supplier side on contract documents should be the proprietor of sole proprietorship, Director / MD of the companies or authorized Personal. In case of non-submission of required document within 15 days the delayed period shall be adjusted from the delivery period under the eventual contract. However, the submission deadline may be extended upon suppliers request with valid ground.

6. PAA reserves the right to inspect the quoted/offered items/equipment before or after the confirmed order through any agency/person of its choice.

7. Only one bid as per I/T specifications would be acceptable. ALTERNATE bid(s) would not be acceptable.

8. Bidder shall quote firm and final PRICES. The bid prices should be inclusive of GST on equipment & all other applicable federal/provincial taxes, Govt./Local taxes and stamp duties (including GST and excluding SST on services) or any change therein prevalent as on 14 days prior to the date of submission of bids. Contract shall be executed with the Most Advantageous bidder on on non-judicial stamp papers as per the Stamp Fee Rates, The stamp Act, 1899 for the contracts, applicable in province of Sindh, of the total contract value. Price variation/conditional clause will not be acceptable.

9. Items offered should bear complete details like brand, manufacturer's name/part drawing number, detail specifications and COUNTRY OF ORIGIN/COUNTRY OF ASSEMBLING etc.

9. Bid must accompany technical literatures/brochures if any.

10. Sample, if required (and mentioned in bidding documents) with bid, shall be supplied free of charge and without any obligation to the PAA.

11. Conditional bid will not be acceptable and is likely to be REJECTED.

12. A grievance committee has been constituted in PAA to redress the grievances of the bidders in accordance to PP Rule-2004 Clause No.48.

13. Sanctity of bid will be observed meticulously. Any firm/bidder found persistently violating bid sanctity either by post-bid correspondence or by revising the terms of bids to the disadvantage of the Most Advantages bidder will be disqualified for the specific bid.

14. I/T FORM S-103A (Technical) should be submitted (A-1) along with the Technical bid without prices and TENDER FORM S-103A (Financial) should be submitted (A-2) along with financial bid with all columns carefully filled, duly signed and stamped.

15. The firm/bidder may submit their bid in detail separately (if desired) along with I/T Form S-103A.

16. The Procuring Agency may reject all bids or proposals in accordance with PP Rules-2004 Clause No. 33.

17. THE BID RECEIVED WITHOUT BID SECURITY OR SHORT OF PRESCRIBED BID SECURITY AMOUNT MENTIONED IN THE ADVERTISEMENT AND / OR BIDDING DOCUMENTS WILL BE REJECTED OUT RIGHTLY AND WILL NOT BE CONSIDERED FOR FURTHER PROCESSING. BID SECURITY ONLY IN SHAPE OF BANK DRAFT / PAY ORDER OR BANK GUARANTEE FROM THE LIST OF BANKS ATTACHED (ANNEXURE-L), IN FAVOUR OF PAKISTAN AIRPORTS AUTHORITY WOULD BE ACCEPTABLE (SUBJECT TO VERIFICATION). KINDLY ENSURE THAT THE ORIGINAL BID SECURITY IS RECEIVED AT THE GIVEN ADDRESS PRIOR TO BID OPENING TIME / DEADLINE.

18. The Bid Security should remain Valid till the period of Bid Validity.

19. The Bid Security shall be forfeited:

a) If a bidder breaches the I/T terms, or withdraws its bid during the period of bid validity, and / or involved in post-tendering, except clarifications.
b) In case the successful bidder(s) breaches the I/T terms and or fails to furnish Performance Bond as per above clause No.5.

20. The bidder shall provide the Material Safety Data sheet where applicable.

21. The SUCCESSFUL BIDDER shall submit the evidence / proof of Active taxpayer status (ATL) with F.B.R, DUTY and TAXES at the time of submission of BILLS/INVOICES for payment as per directive of Government of Pakistan.

22. Arithmetical errors found (if any) will be corrected as follows:

a) Where there is a discrepancy between amount in figures and words, the amount in words will prevail.

b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless in the opinion of the PAA there is an obvious misplacement of the decimal point in the unit price or a gross error in the price, in which case the total price as quoted shall govern and the unit price shall be corrected;

23. Sample Contract and its General Terms & Conditions are attached on reversed of IT form which shall be part of original contract in future. However, the contract clauses might vary at the time of execution of the contract.

24. "Days" wherever referred means "Calendar days" unless otherwise specified.

25. Any condition mentioned by the bidder in addition / contradiction to PAA's terms and conditions shall not be entertained. PAA's terms and Conditions shall have full overriding effect in this case.

26. The technical evaluation shall be based on Operational and Technical specifications / Compliance sheet and other technical parameters mentioned in the bidding document..

27. 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 compliant to eligibility criteria, compliant to specifications, and has the lowest evaluated Bid Price as per price evaluation mechanism / criteria.

28. PAA reserves the right to reject/eliminate/rationalize any or all items & quantities from the proposal due to any valid reason which shall be communicated to supplier on request.

SIGNATURE/RUBBER STAMP OF BIDDER

PAKISTAN AIRPORTS AUTHORITY HQs

Letter of Bid – Technical Proposal

Date of this Bid submission:

I/T (Reference) No.: **HQPAA/1984/400/XXLA**
Title : PROCUREMENT OF ADF SCANNER (QTY-32) FOR CATI HYDERABAD.

To: **Pakistan Airports Authority**
LOGISTICS APS BRANCH

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

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

In submitting our Bid, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 2;
(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by PAA based on execution of a Bid Security or any other Declaration in the Procuring Agency's country in accordance with the bidding documents;
- **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Bidding Documents the following Goods: **[PROCUREMENT OF ADF SCANNER (QTY-32) FOR CATI HYDERABAD.]**

(d) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 16 (as amended, if applicable) from the date of Bid submission deadline specified in BDS 22 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
(e) **Performance Security**: If our Bid is accepted, we commit to provide a performance security in accordance with the bidding document;
(f) **One Bid per Bidder**: We are not submitting any other Bid(s) and we are not participating in any other bid(s) in any form in this procurement case;
(g) **Suspension and Debarment**: We, along with any of our manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by PAA. Further, we are not ineligible under Pakistan laws;
(h) **State-owned enterprise or institution**:
[*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of bidding document including submission of bid security*];
(i) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
(j) **Not Bound to Accept**: We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
(k) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

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Name of the Bidder:

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

Title of the person signing the Bid:

Signature of the person named above:

Date signed [ ]

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I/T (Reference) No.: HQPAA/1984/400/XXLA
Title: PROCUREMENT OF ADF SCANNER (QTY-32) FOR CATI HYDERABAD.

Bidder Information Form

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

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

SPECIMEN OF BANK GUARANTEE AS BID SECURITY

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

PAKISTAN AIRPORTS AUTHORITY
HEADQUARTERS, TERMINAL – 1
KARACHI.

In consideration of ______________________ hereinafter called

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

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

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

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

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

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

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

(BANKER)

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LIST OF BANKS FOR PERFORMANCE BOND/ BANK GUARANTEES

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

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

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ANNEXURE – M

INTEGRITY PACT

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

Contract Number
Contract Value
Contract Title
Contract Date

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

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

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

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

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

BUYER   SELLER

ANNEXURE – N

(Declaration of Beneficial Owners' Information)

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

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

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

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

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

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

10. Any other information incidental to or relevant to Beneficial Owner(s).

Name & signature
(Person authorized to issue notice on behalf of the company)

PAKISTAN AIRPORTS AUTHORITY HQs

THE FOLLOWING FORMS TO BE SUBMITTED WITH FINANCIAL BID

PAKISTAN AIRPORTS AUTHORITY

INVITATION TO BID (I/T FORM)

Tender Title	**PROCUREMENT OF ADF SCANNER (QTY-32) FOR CATI HYDERABAD**				
Ref No.	**HQPAA/1984/400/XXLA**				
Bid Validity	120 Days	**Delivery Period**	90 Days	**PR No.**	2990

FINANCIAL BID

S.No.	Item Description	UOM	Quantity	Unit Price (without GST)	Tax Amount	Total Price (with GST)
1	Scanner (ADF) (as per detailed specs mentioned in Annex A-3)	EACH	32			

Grand Total: ____________________
(Inclusive of GST, Excluding SST)

Total Bid Amount in Words: ____
____.

Notes:

a)	Bids must be submitted electronically through PPRA EPADS v2.0 web portal in accordance with PPRA Rule-2004 clause 36 (b)
b)	Technical Specifications / Compliance Sheet is attached at **Annexure A-3**. Technical query (if any) shall be uploaded on EPADS no later than 07 days before opening of the bid.
c)	Bids must accompany technical literatures / brochures if any.
d)	Bidders are requested to read carefully & abide by the Terms and Conditions of the bidding documents
e)	Quoted price should be inclusive of GST & all applicable Govt/Local taxes, stamp duties or any change therein, Excluding Provincial Sales Tax (SST) as mentioned in the bidding document.
f)	The firm/bidder may submit their bid in detail separately (if desired) along with Invitation to Bid Form S-103A

Additional Notes:

i.	Consignee: Logistics Centre South, Karachi.

BIDDER'S DETAILS		
SIGNATURE	DATE	QUOTE REF #:
NAME	TELEPHONE	

Section VI–Standard Forms

SR #	SUBJECT	Annexure
1.	BIDDING FORM (FINANCIAL BID)	C
2.	BID SUMMARY SHEET (FINANCIAL)	E
3.	GENERAL TERMS & CONDITIONS / INSTRUCTIONS TO BIDDERS	F
4.	SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND	K
5.	LIST OF ACCEPTABLE BANKS FOR BANK GUARANTEES	L
6.	FORM OF CONTRACT	P

BIDDING FORM (FINANCIAL BID)

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

Gentlemen,

1. Having examined the Bidding Documents including the **specifications, I/T terms and conditions,** the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver, **PROCUREMENT OF ADF SCANNER**
2. **(QTY-32) FOR CATI HYDERABAD .** In conformity with drawings, specifications of goods and conditions of Bidding Documents for the sum of Rs.____________________(Total bid amount in words)____________________________________ (including GST {excluding Provincial Sales Tax on Services}) or such other sum as may be ascertained in accordance with the said conditions.

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

Dated this ____________ day of _______ 20__

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of
____

(Signature of Witness)

Name: - ____________________

CNIC:-____________________

BID SUMMARY SHEET
INVITATION TO BID NO. HQPAA/1984/400/XXLA

Description: PROCUREMENT OF ADF SCANNER (QTY-32) FOR CATI HYDERABAD.
(TO BE ATTACHED WITH FINANCIAL BID)

1. Bidder Name: ______________________________

   Address: ______________________________

   Phone, mobile& Fax No: ______________________________

   E-mail address: ______________________________

2. Manufacturer Name: ______________________________

   Country of Origin: ______________________________

3. Items Quoted:(Sr. No) ______________________________

4. Price Validity: ______________________________

5. Total Price: Rs. ______________________________
   (Inclusive of GST& all Govt. taxes, **{excluding Provincial Sales Tax on services}**)

6. Offered Delivery Period: ______________________________

7. GST Registration No: ______________________________

8. Bidding Form (Annexure-C attached with financial bid): Yes No

9. Any Deviation: ______________________________

Signature ______________________________

Name & Designation______________________________

GENERAL TERMS AND CONDITIONS / GENERAL INSTRUCTIONS TO BIDDERS

1. Bids will be opened in the public at Logistics (APS) branch, Headquarters, Pakistan Airports Authority on the date and time mentioned in I/T form. If it is holiday/off day on the date of opening, the tender will be opened on next working day at the same time and place.

2. Procedures for open competitive bidding

Single stage two envelops bidding procedure shall be applicable as per PP Rule-2004 Clause No. 36 (b). Bids shall be submitted online on PPRA EPADS Portal. Whereas, for copy of bid, the Technical and Financial proposals should be in separate SEALED envelopes, thereafter, both envelops the (Technical and Financial) be put in one envelop (second cover) duly sealed, signed and addressed to Additional Director Logistics (APS) HQPAA mentioning I/T No. date and time of opening. Copy of Bid must be dropped in Tender Box placed at Logistics (APS) Branch, Logistics Centre (south) JIAP Karachi, at least before 30 minutes of tender opening time (as per tender notice). Physical Copy of Bid is just for assistance of PAA Evaluation team and shall not be considered as bid submission. Bids will only be considered if uploaded on EPADS portal.

3. Non-receipt of bid or late submission of the bid shall not be entertained.

4. Bid should be typed (legible) written both in figures and words. Over written/erased, mutilated/doubtful quotation and bearing non-specified delivery period may likely be rejected.

5. The successful bidder to furnish pre-requisites of contract i.e. Non-judicial stamp papers and other documents within 15 calendar days along with a performance Bond @ 10% of the total contract value, in shape of Bank Guarantee (from list of acceptable banks attached at Annexure-L) /Pay order /Demand draft of the total contract value, in favor of PAKISTAN AIRPORTS AUTHORITY at the Time of signing of the CONTRACT for the satisfactory execution of contract including the completion of warranty period. The signatory from the supplier side on contract documents should be the proprietor of sole proprietorship, Director / MD of the companies or authorized Personal. In case of non-submission of required document within 15 days the delayed period shall be adjusted from the delivery period under the eventual contract. However, the submission deadline may be extended upon suppliers request with valid ground.

6. PAA reserves the right to inspect the quoted/offered items/equipment before or after the confirmed order through any agency/person of its choice.

7. Only one bid as per I/T specifications would be acceptable. ALTERNATE bid(s) would not be acceptable.

8. Bidder shall quote firm and final PRICES. The bid prices should be inclusive of GST on equipment & all other applicable federal/provincial taxes, Govt./Local taxes and stamp duties (including GST and excluding SST on services) or any change therein prevalent as on 14 days prior to the date of submission of bids. Contract shall be executed with the Most Advantageous bidder on on non-judicial stamp papers as per the Stamp Fee Rates, The stamp Act, 1899 for the contracts, applicable in province of Sindh, of the total contract value. Price variation/conditional clause will not be acceptable.

9. Items offered should bear complete details like brand, manufacturer's name/part drawing number, detail specifications and COUNTRY OF ORIGIN/COUNTRY OF ASSEMBLING etc.

9. Bid must accompany technical literatures/brochures if any.

10. Sample, if required (and mentioned in bidding documents) with bid, shall be supplied free of charge and without any obligation to the PAA.

11. Conditional bid will not be acceptable and is likely to be REJECTED.

12. A grievance committee has been constituted in PAA to redress the grievances of the bidders in accordance to PP Rule-2004 Clause No.48.

13. Sanctity of bid will be observed meticulously. Any firm/bidder found persistently violating bid sanctity either by post-bid correspondence or by revising the terms of bids to the disadvantage of the Most Advantages bidder will be disqualified for the specific bid.

14. I/T FORM S-103A (Technical) should be submitted (A-1) along with the Technical bid without prices and TENDER FORM S-103A (Financial) should be submitted (A-2) along with financial bid with all columns carefully filled, duly signed and stamped.

15. The firm/bidder may submit their bid in detail separately (if desired) along with I/T Form S-103A.

16. The Procuring Agency may reject all bids or proposals in accordance with PP Rules-2004 Clause No. 33.

17. THE BID RECEIVED WITHOUT BID SECURITY OR SHORT OF PRESCRIBED BID SECURITY AMOUNT MENTIONED IN THE ADVERTISEMENT AND / OR BIDDING DOCUMENTS WILL BE REJECTED OUT RIGHTLY AND WILL NOT BE CONSIDERED FOR FURTHER PROCESSING. BID SECURITY ONLY IN SHAPE OF BANK DRAFT / PAY ORDER OR BANK GUARANTEE FROM THE LIST OF BANKS ATTACHED (ANNEXURE-L), IN FAVOUR OF PAKISTAN AIRPORTS AUTHORITY WOULD BE ACCEPTABLE (SUBJECT TO VERIFICATION). KINDLY ENSURE THAT THE ORIGINAL BID SECURITY IS RECEIVED AT THE GIVEN ADDRESS PRIOR TO BID OPENING TIME / DEADLINE.

18. The Bid Security should remain Valid till the period of Bid Validity.

19. The Bid Security shall be forfeited:

a) If a bidder breaches the I/T terms, or withdraws its bid during the period of bid validity, and / or involved in post-tendering, except clarifications.
b) In case the successful bidder(s) breaches the I/T terms and or fails to furnish Performance Bond as per above clause No.5.

20. The bidder shall provide the Material Safety Data sheet where applicable.

21. The SUCCESSFUL BIDDER shall submit the evidence / proof of Active taxpayer status (ATL) with F.B.R, DUTY and TAXES at the time of submission of BILLS/INVOICES for payment as per directive of Government of Pakistan.

22. Arithmetical errors found (if any) will be corrected as follows:

a) Where there is a discrepancy between amount in figures and words, the amount in words will prevail.

b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless in the opinion of the PAA there is an obvious misplacement of the decimal point in the unit price or a gross error in the price, in which case the total price as quoted shall govern and the unit price shall be corrected;

23. Sample Contract and its General Terms & Conditions are attached on reversed of IT form which shall be part of original contract in future. However, the contract clauses might vary at the time of execution of the contract.

24. "Days" wherever referred means "Calendar days" unless otherwise specified.

25. Any condition mentioned by the bidder in addition / contradiction to PAA's terms and conditions shall not be entertained. PAA's terms and Conditions shall have full overriding effect in this case.

26. The technical evaluation shall be based on Operational and Technical specifications / Compliance sheet and other technical parameters mentioned in the bidding document..

27. 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 compliant to eligibility criteria, compliant to specifications, and has the lowest evaluated Bid Price as per price evaluation mechanism / criteria.

28. PAA reserves the right to reject/eliminate/rationalize any or all items & quantities from the proposal due to any valid reason which shall be communicated to supplier on request.

SIGNATURE/RUBBER STAMP OF BIDDER

PAKISTAN AIRPORTS AUTHORITY HQs

SPECIMEN OF BANK GUARANTEE AS PERFORMANCE BOND

Guarantee # _________________
Date of issue :- _________________
Date of expiry:-_________________

Amount :- _________________

PAKISTAN AIRPORTS AUTHORITY
HEADQUARTERS, TERMINAL – 1
Karachi.

THIS BOND dated ----------------has been executed by M/S-- (Hereinafter referred to as the "Surety") having its registered office at _________in favour of the Pakistan Airports Authority, Terminal No.1 J.I.A.P, Karachi Pakistan (hereinafter referred to as the "Authority") under the circumstances, terms and conditions set –forth herein below:
WHEREAS the Authority and the supplier, namely M/s -- have entered into as contract dated ------------ for the supply of the stores, hereinafter referred to as the "Contract" in conformity with the terms and conditions thereof.

NOW THIS BOND WITNESSES AS UNDER:

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

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

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

SIGNATURE, SEALED AND DELIVERED BY THE____________________

Name of surety____

(Address of Surety) ____

And____

Contractor____

Registered Office address of the Contractor

SIGNATURE______________________NAME__________________________

In the presence____

SEAL WITH SIGNATURE

LIST OF BANKS FOR PERFORMANCE BOND/ BANK GUARANTEES

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

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

PAKISTAN AIRPORTS AUTHORITY HQs

Contract Forms

Form of Contract

CONTRACT BETWEEN PAKISTAN AIRPORTS AUTHORITY
AND M/S ____________________________. HQPAA/1984/----/XXLA
PROCUREMENT OF____

This contract is made this the _________________day of _____________two thousand _____________

BETWEEN

The Pakistan Airports Authority (PAA), statutory body established under the Pakistan Airports Authority Ordinance ________________ with its Head Quarters at Terminal No.1, Jinnah International Airport, Karachi, Pakistan, hereinafter referred to as the "Purchaser" (which term shall include its, authorized representatives and successor in interest) through Director _______________of the First Part;

AND

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

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

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

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

a) This form of Contract;

b) The Special Conditions of Contract;

c) The General Conditions of the Contract;

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

e) The Technical Specifications;

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

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

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

PAKISTAN AIRPORTS AUTHORITY HQs

4. PARTICULARS

4.1 "Consignee" means, ________________________________.

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

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

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

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

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

4.7 "Inspecting Officer" means ________________Karachi.

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

4.9 "Supplier" means M/s.____________________________________

4.10 Indentor: ____

4.11 Indent No: PR # ________________dated __________________

4.12 Schedule of Stores: ____

4.13 Integrity Pact_______________________________________

4.14 Declaration Beneficial Owner Information ________________________

4.15 Performance Bond:

4.16 Head Of Account:(______________)

F.Y 20___- 20_____

Now, therefore, this contract witnessed as under: -

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

for and on behalf of the Supplier — for and on behalf of the Purchaser

(M/s.____________________) — (Director ______________)

WITNESS FROM SUPPLIER — WITNESS FROM PURCHASER

1. ________________________ — 2. ___________________________

TECHNICAL SPECIFICATIONS

SPECIFICATION FOR ADF SCANNER – QTY: 32

Product	Scanner – Automatic Document Feeder
Scanner Type	ADF
Duplex ADF scanning	Yes
Light Source	RGB LED
Scan Technology	Contact Image Sensor CIS
ADF Scan speed	Up to 30 ppm (Black/Color) or higher/ 60 ipm or higher
Duty Cycle (daily):	Up to 3000 pages or higher
ADF Capacity	50 Pages or higher
Optical resolution	600 dpi or higher
Media types	Paper, envelopes, labels, Plastic cards
Energy Star	Qualified
Features	• Automatic color detection • blank page removal • Enhanced color adjustment • Enhanced color management • Long document scanning
OS Supported	Windows 10 or above
Interface	USB 2.0 or higher
Country of Origin	US / Japan / EU
Data Cable	Yes
Warranty	3 Year Onsite Warranty (Parts & Labour)

Bidders: ______________
(Signed and Stamped)