BIDDING DOCUMENT

Procurement Activity	:	**Procurement of Customized Diaries & Table Calendars for Calendar Year 2023 at AIOU Main Campus, Islamabad**				
Procurement Activity No.	:	**34/2022-23**				
Procurement Method	:	**Open Competitive Bidding**				
Bidding Procedure	:	**Single Stage - One Envelope [1S1E]**				
Contracting Approach	:	**Delivery Contract**				
Bids' Submission Date & Time	:	Date:	**03-02-2023**	Time:	**1030 Hours**	
Bids' Opening Date & Time	:	Date:	**03-02-2023**	Time:	**1100 Hours**	
University's FTN	:	**9011002-1**				

ALLAMA IQBAL OPEN UNIVERSITY

Main Campus, Sector H-8, Islamabad

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PART-A

BIDDING PROCEDURE & REQUIREMENTS

SECTION I:

ALLAMA IQBAL OPEN UNIVERSITY
ISLAMABAD

INVITATION FOR BIDS NOTICE
PROCUREMENT OF CUSTOMIZED DIARIES & TABLE CALENDARS

Activity Ref. No.	:	**34/2022-23**			
Procurement Method	:	**Single Stage-One Envelope [1S1E]**			
Date & Time for Submission of Bids	:	Date:	**03-02-2023**	Time:	1030 Hours, PST
Date & Time for Opening of Bids	:	Date:	**03-02-2023**	Time:	1100 Hours, PST

Allama Iqbal Open University (AIOU), Islamabad has allocated funds for procurement of various goods & non-consulting services, planned during the financial year 2022/23 and is intending that part of the proceeds of those funds, will be used to cover eligible payments under the contracts resulting from the respective procurement activities.

The University now invites sealed bids from eligible Suppliers for supply of **Customized Diaries & Table Calendars** for Calendar Year 2023.

The bidding shall be conducted in line with the **"Single Stage-One Envelope"** procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders.

All bids must be accompanied by a **Bid Security @ of 2%** of the total bid value in Pak. Rupees, in an acceptable form as given in the bidding document.

The interested bidders may **freely** download a complete set of bidding document, containing detailed terms & conditions, from the website of Allama Iqbal Open University (**https://www.aiou.edu.pk/Tender.asp**).

In case any bidder wishes to obtain a printed copy of a bidding document, the same can be purchased from **Directorate of Purchase & Stores, Storage Building, Behind Block No. 3, AIOU Main Campus, Section H-8, Islamabad. Ph: 051-9250031, 9250035** on submission of written application on company/ firm's letterhead, duly supported by copies of NTN & GST Certificates and on payment of non-refundable fee of Pak. Rs. 1000/- (Pak. Rs. One thousand only) in shape of pay order/ demand draft/ call deposit in the name of Treasurer, AIOU.

The original bid along-with one (01) copy, properly filled in, and enclosed in separate sealed envelope, duly mentioning the Name & Ref. Number of the procurement activity for which bid is being submitted, on the envelope, must be delivered to the **Committee Room of Sir Syed Hall, Block No. 24, AIOU Main Campus, Sector H-8, Islamabad** address by or before **1030 hours PST, February 03, 2023**. The bids will be opened **at 1100 hours PST** on the same date in the presence of bidders' representatives who choose to attend the opening at the aforesaid address. In case of submission of Bids through courier, the same must reach the Directorate of Purchase & Stores one day before the due date of submission of bids.

A bid received after the due date and time, either by hand or through courier, shall not be entertained in any case. Electronic submission is not allowed.

This advertisement is also available at website of PPRA & AIOU at **www.ppra.org.pk** and **www.aiou.edu.pk/Tender.asp**, respectively.

AWAIS SALEEM
Director
Directorate of Purchase & Stores
Allama Iqbal Open University, Sector H-8, Islamabad
Phone: 051-9250031, 9250035

SECTION II: INSTRUCTIONS TO BIDDERS (ITBs)

A. INTRODUCTION		
1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the provision of Goods as specified in the BDS and **Section V - Technical Specifications & Schedule of Requirements**. The successful Bidder(s) will be expected to deliver the goods within the specified period and timeline(s) as stated in the **BDS**.
2. Sources 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 contract. *(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)*.
	3.2	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.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	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.
	3.5	The Invitation for Bids is open to all prospective supplier, 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.
	3.6	Foreign Bidders must be locally registered with the appropriate

		national incorporating body or the statutory body, before participating in the national/ international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide c onsulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids, b) have controlling shareholders in common, or c) receive or have received any direct or indirect subsidy from any of them, or d) have the same legal representative for purposes of this Bid, or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process, or f) Submit more than one Bid in this Bidding process.
	3.8	A Bidder may be ineligible if: a) he is declared bankrupt or, in the case of company or firm, insolvent, b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property, c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property, d) the Bidder is convicted, by a final judgment, of any offence

		involving professional conduct, e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. The firm, supplier or contractor, is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	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.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the 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 stated in the section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be supplied.
	4.3	The nationality of the supplier that supplies, assembles, distributes, or sells the goods and services shall not determine the origin of the goods.
	4.4	If so, required in the **BDS**, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the goods indicated in its Bid.
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	No bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding

		process.
	5.3	A person or a firm cannot be a sub-contractor with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, 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 Documents	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 to Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: **Section I** Invitation to Bids **Section II** Instructions to Bidders (ITBs) **Section III** Bid Data Sheet (BDS) **Section IV** Eligible Countries **Section V** Technical Specifications, Schedule of Requirements **Section VI** Forms - Bid **Section VII** General Conditions of Contract (GCC) **Section VIII** Special Conditions of Contract (SCC) **Section IX** Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the **BDS.**
	7.3	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.4	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 will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 23.1.**

		However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents 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 Documents.
	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 transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. 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.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: *Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or*

		extended bid submission deadline.
	9.3	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**:** *Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.*
C. PREPARATION OF BIDS		
10. Languages of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless 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 specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	The Bid prepared by the Bidder shall constitute the following components: a) Form of Bid and Bid Prices completed in accordance with **ITB 14 and 15,** b) Details of the Sample(s) where applicable and requested in the BDS, c) Documentary evidence established in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process, d) Documentary evidence established in accordance with **ITB 13.3(a)** 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, e) Documentary evidence established in accordance with **ITB 12** that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents, f) Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**, g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid, and h) Any other document required in the **BDS**.
	11.2	Where a sample(s) is required by a procuring agency, the sample shall be:

		a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**, b) carriage paid, c) received on, or before, the closing time and date for the submission of bids, and d) evaluated to determine compliance with all characteristics listed in the **BDS**.
	11.3	The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s): a) do(es) not conform to all characteristics prescribed in the bidding documents, and b) is/are not submitted within the specified time clearly mentioned in the **BDS**.
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Bidding Documents	12.1	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.
	12.2	The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the goods and

		related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical specifications and performance characteristics of the Goods, b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications, c) any other procurement specific documentation requirement as stated in the **BDS**
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to **ITB 12.3(c)** above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section-4 titled as "Eligible Countries".
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that:

		a) in the case of a Bidder offering to deliver goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan, b) the Bidder has the financial, technical, and supply/ production capability necessary to perform the Contract, meets the qualification criteria specified in **BDS**, c) in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in Pakistan equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications, d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in **ITB Clause 15** or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, 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): Provided that: a) where there is only one (substantially) responsive bidder, **or** b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid, excluding any discounts offered.

	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 deliver under the contract.
	15.6	Prices indicated on the Price Schedule shall be entered separately in the following manner: a) For goods manufactured from within Pakistan (or within the country where procurement is being done in case of foreign missions abroad): i) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the- shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: **A.** on the components and raw material used in the manufacturing or assembly of goods quoted ex- works or ex-factory, OR **B.** on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf. ii) all applicable taxes which will be payable on the goods if the contract is awarded, iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **BDS,** iv) the price of other (incidental or allied) services, if any, listed in the **BDS**. b) For goods offered from abroad: i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Procuring Agency's country, as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country. **OR** ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **BDS**. **OR** iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **BDS**.

		iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **BDS**. v) the price of (incidental) services, if any, listed in the **BDS**.
	15.7	Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: **a) For Goods:** i) the price of the Goods, quoted as per applicable INCOTERMS as specified in the **BDS** ii) all customs duties, sales tax, and other taxes applicable on goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and **b) For Related Services** i) The price of the related services, and ii) All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITB 28**.
	15.9	If so, indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	Prices shall be quoted in the following currencies: a) For goods and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the **BDS,**

		b) For goods and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of goods and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2	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 part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the **SCC** are reasonable and responsive to **ITB 16.1**.
17. Bid 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 bid securing declaration as the case may be.
	17.2	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, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. 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, and in compliance with **ITB 18** in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the

		above correction.
18. Bid Security or Bid Securing Declaration	18.1	Pursuant to **ITB 11**, unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent
	18.2	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 18.9.**
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to 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 Bid Validity is extended. In either case, the form must include the complete name of the Bidder, b) a cashier's or certified cheque, or c) another security if indicated in the **BDS.**
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in **Section VI (Standard Forms)** or another form approved by the Procuring Agency prior to the Bid submission.
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.9** are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 18.1 or 18.3** shall be rejected by the Procuring Agency as non- responsive, pursuant to **ITB 28**.
	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 Bid 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 security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents,

		(c) the rejection by the Procuring Agency of all Bids, (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 41,** or furnishing the performance security (or guarantee), pursuant to **ITB 42**.
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: a) if a Bidder: i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in **ITB 17.2**; **or** ii) does not accept the correction of errors pursuant to **ITB 31.2**; **or** b) in the case of a successful Bidder, if the Bidder fails: i) to sign the contract in accordance with **ITB 41**; or ii) to furnish performance security (or guarantee) in accordance with **ITB 42**.
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications.
	19.2	When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for delivery of goods.
	19.3	If so allowed in the **BDS**, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution,	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending

and Modification of Bid		a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with **ITB 20.1** shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the **BDS**, clearly marking each **"ORIGINAL"** and **"COPY",** as appropriate. In the event of any discrepancy between them, the original shall prevail. Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
D. SUBMISSION OF BIDS		
22. Sealing and Marking of Bids	22.1	In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY".** The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004.*
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the **BDS,** and b) bear the title of the subject procurement or Project name, as the case may be, as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 23.1.**
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall

		comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope, b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such, c) The envelopes containing the **ORIGINAL** and copies will be put in one sealed envelope and addressed / identified as given in **Sub- Clause 21.2**.
	22.4	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address provided in the Bidding Data, b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to **ITB 23.1,** c) In addition to the identification required in **Sub- Clause 21.2** hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause **ITB 24**.
	22.5	If all envelopes are not sealed and marked as required by **ITB 22.2, ITB 22.3** and **ITB 22.4** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
23. Deadline for Submission of Bids	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the **BDS.**
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 23**.
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in **ITB 22.**
E. OPENING AND EVALUATION OF BIDS		
26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked **"WITHDRAWAL"** shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked **"SUBSTITUTION"** shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, 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 Procurement Evaluation Committee.
	26.6	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:

		a) the name of the Bidder, b) whether there is a modification or substitution, c) the presence of a Bid Security, if required, and d) Any other details as the Procuring Agency may consider appropriate.
	26.7	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.8	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un- read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.9	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **ITB 24.**
	26.10	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.11	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. A copy of the record shall be distributed to all the Bidders.
	26.12	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.13	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially

		concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding **ITB 27.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with **ITB 31.**
	28.3	The alteration or modification in THE BID which in any way, affect the following parameters, will be considered as a change in the substance of a bid: a) evaluation & qualification criteria, b) required scope of work or specifications, c) all securities requirements, d) tax requirements, e) terms and conditions of bidding documents, f) change in the ranking of the bidder.
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in **ITB 3** and **ITB 4,**

		b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents, c) has been properly signed, d) is accompanied by the required securities, and e) is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: a) affects in any substantial way the scope, quality, or performance of the Services, b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or presenting substantially responsive Bids, c) if rectified, would affect unfairly the competitive position of other bidders.
	29.3	The Procuring Agency will confirm that the documents and information specified under **ITB 11, 12** and **13** have been provided in the Bid. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
	29.4	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to:* *a) Submit the number of copies of signed bids required by the*

		invitation, *b) Furnish required information concerning the number of its employees,* c) *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Bid 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.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 22,** to confirm that all requirements specified in **Section V – Schedule of Requirements**, **Technical Specifications of** the Bidding Documents have been met without material deviation or reservation.
	30.3	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 29,** it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

		a) if there is a discrepancy between unit prices and 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, b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected, c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, and d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	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 Bid Securing Declaration may be executed in accordance with **ITB 18.9.**
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid 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 part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 29**.
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.3	The Procuring Agency's evaluation of a Bid will take into account:

		a) in the case of goods manufactured in Pakistan or goods of foreign origin already imported in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the goods if a contract is awarded to the Bidder, b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder.
	33.4	The comparison shall be between the EXW price of the goods offered from within Pakistan, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and named port of destination, border point, or named place of destination) in accordance with applicable INCOTERM in the price of the goods offered from outside Pakistan.
	33.5	In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with **ITB 15.1**, take account of one or more of the following factors as specified in the **BDS**, and quantified in **ITB 33.5**: a) Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the goods to their final destination, b) delivery schedule offered in the Bid, c) deviations in payment schedule from that specified in the Special Conditions of Contract, d) the cost of components, mandatory spare parts, and service, e) the availability (in Pakistan) of spare parts and after-sales services for the equipment offered in the Bid, f) the projected operating and maintenance costs during the life of the equipment, g) the performance and productivity of the equipment offered; and/or h) other specific criteria indicated in the **DBS** and/or in the Technical Specifications.
	33.6	For factors retained in **BDS**, pursuant to **ITB 33.5** one or more of the following quantification methods will be applied, as detailed in the **BDS**: **a.** ***Inland transportation from EXW/port of entry/border point, Insurance and incidentals.*** Inland transportation, insurance, and other incidental costs for

		delivery of the goods from EXW/port of entry/border point to Project Site named in the **BDS** will be computed for each Bid by the PA on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW or as per applicable INCOTERM value of each package. The above cost will be added by the Procuring Agency to EXW or as per applicable INCOTERM price. **b.** ***Delivery schedule.*** i) The Procuring Agency requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each Bid after allowing for reasonable international and inland transportation time. Treating the Bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other Bids by applying a percentage, specified in the **BDS**, of the EXW or as per applicable INCOTERM price for each week of delay beyond the base, and this will be added to the Bid price for evaluation. No credit shall be given to early delivery. **Or** ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements. **Or** iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Bid price a factor equal to a percentage, specified in the BDS, of EXW or as per applicable INCOTERM price per week of variation from the specified delivery schedule. **c.** ***Deviation in payment schedule.*** i) Bidders shall state their Bid price for the payment schedule outlined in the **SCC**. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an

alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

Or

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

d. Cost of spare parts

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

Or

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

Or

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

e. Spare parts and after sales service facilities in Pakistan

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

f. Operating and maintenance costs

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost

		of the equipment, these costs will be evaluated in accordance with the criteria specified in the **BDS** or in the Technical Specifications. ***g) Performance and productivity of the equipment.*** i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **BDS** will be added to the Bid Price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **BDS** or in the Technical Specifications. **Or** ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Bid, and adjustment will be added to the Bid price using the methodology specified in the **BDS** or in the Technical Specifications. ***h) Specific additional criteria.*** Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **BDS** and/or the Technical Specifications.
	33.7	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **BDS.**
34. Domestic Preference	34.1	If the **BDS** so specifies, the Procuring Agency will grant a margin of preference to certain goods in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	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 Most Advantageous Bid.
	35.2	The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: a) 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 b) 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: 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 PPR-2004.
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the **BDS**. In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
	36.2	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: (a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract, (b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low, (c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned, (d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid, and (e) An abnormally low Bid means, in the light of the Procuring

		Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: (i) Comparing the bid price with the cost estimate, (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids, and (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 13.3**.
	36.4	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, pursuant to **ITB 13.3**, 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.
	36.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining 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.
	36.6	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 Bid, 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		
37. Criteria of Award	37.1	Subject to **ITB 36 and 38**, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such

		Bidder has been determined to be: a) eligible in accordance with the provisions of **ITB 3**, b) is determined to be qualified to perform the Contract satisfactorily, and c) successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas: a) a minor alteration to the technical details of the statement of requirements, b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents, c) a minor amendment to the special conditions of Contract, d) finalizing payment arrangements, e) delivery arrangements, f) the methodology for provision of related services, or g) clarifying details that were not apparent or could not be finalized at the time of Bidding.
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to reject All Bids	39.1	Notwithstanding **ITB 37**, 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. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Bidding Documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **BDS**, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.

41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	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 in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2.**
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 43**, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to **ITB 18.7.**
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and **after fulfillment of all condition's precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the **BDS** which shall be in any of the following: (a) certified cheque, cashier's or manager's cheque, or bank draft, (b) irrevocable letter of credit issued by a Scheduled bank or in

		the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank, (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank, or (d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of **ITB 43.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in **ITB 44.2.**
	44.2	The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the **SCC**.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of both the parties as per the provisions specified in the **SCC**.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid engaging in any corrupt and fraudulent practices.
G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM		
47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement

		Evaluation Committee. The Committee must have one subject specialist depending on the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to appeal.
	48.8	The Committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The Committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
H. MECHANISM OF BLACKLISTING		
49. Mechanism of Blacklisting	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder

		or contractor who either: a) Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules, b) Fails to perform his contractual obligations, and c) Fails to abide by the id securing declaration.
	49.2	The show cause notice shall contain: a) precise allegation, against the bidder or contractor, b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency, and c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.
	49.3	The Procuring Agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Procuring Agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
	49.7	The Procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the

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

SECTION III:
BID DATA SHEET

Bid Data Sheet (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		A. Introduction
1.	**1.1**	Name of Procuring Agency: **Allama Iqbal Open University** The subject of procurement is "**Procurement of Customized Diaries & Table Calendars for Calendar Year 2023" at Islamabad basis.** Period for delivery of goods: **30 days** Commencement date for delivery of Goods: **from the date of signing of the contract agreement.**
2	**2.1**	Financial year for the operations of the Procuring Agency: **2022-2023** Name and identification number of the Contract: [34/2022-23]
3.	**3.1**	Maximum number of members in the joint venture, consortium or association shall be*:* **Not Allowed.**
4.	**4.1**	Ineligible country(s): **Details are given in Schedule IV of Bidding Document.**
5.	**4.5**	Demonstration of authorization by manufacturer*:* **Not Applicable.**
		B. Bidding Documents
7.	**7.2**	The number of documents to be completed and returned is: one (01) **ORIGINAL** and one (01) certified **COPY** of original.
8.	**8.1**	The address for clarification of Bidding Documents is: **Mr. Shafqat Ali** Assistant Director Directorate of Purchase & Stores, **Allama Iqbal Open University** Storage Building, Behind Block # 3, Main Campus, Sector H-8, Islamabad Telephone: +92(51) 9250031, 9250035 E-mail: shafqat.ali@aiou.edu.pk Requests for clarification should be received to the Directorate/ University no later than seven (07) days before Bid Submission's due date.

	8.5	Not Applicable.
C. Preparation of Bids		
9.	**10.1**	The Language of all correspondences and documents related to the Bid is: **English**
10.	**11.1 (b)**	Detail of sample(s) to be submitted with the Bid are: **Not Applicable.**
	11.1 (b)	Characteristics: **Not Applicable.**
	11.1 (h)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid: (i) Registration with Income & Sales Tax Departments and proof of an Active Taxpayer of both kind of taxes, (ii) Copies of last **one (01)** year's Annual Income & GST Returns, (iii) Documentary evidence establishing that the bidder has successfully completed **at-least one (01) contract** having nature, and complexity similar to the scope of requirements described under the Bidding Document, during **last two (02) years**. Documentary evidence includes copy of contract/ purchase order, certificate from client for successful completion of contract, etc. to establish their required experience, and (iv) Affidavit on judicial paper of at least Pak. Rs. 100/- as per the formats, given in the bidding document, about (a) no blacklisting/debarment of the bidder, (b) no conflict if interest, and (c) surety to comply with bid validity period despite the market inflation and foreign currency exchange rates risks.
11.	**12.3 (c)**	**Other procurement specific documentation requirements are:** Not Applicable.
	12.4	Not Applicable.
12.	**13.3 (b)**	The qualification criteria required from Bidders in **ITB 13.3 (b)** is modified as follows: **A.** **Responsiveness** of the bids shall be determined on following parameters: (i) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid. In case of Sole Proprietorship, it shall not be required if owner shall be signing the bid him/ herself. (ii) Submission of Bid on prescribed Bid's Submission Form, as per the format provided in the bidding document, printed on letterhead of the bidder, and duly signed and stamped

		by the authorized representative of the bidder, (iii) Submission of Price Schedule on prescribed Form, as per the format provided in the bidding document, printed on letterhead of the bidder, and duly signed and stamped by the authorized representative of the bidder, (iv) Conformation/Compliance with Delivery Period, (v) Conformation/Compliance with Bid Validity Period, (vi) Conformation/Compliance with Payment Schedule specified in the Special Conditions of Contract *[deviations in payment schedule shall not be accepted]* (vii) Registration with Income & Sales Tax Departments and proof of an Active Taxpayer of both kind of taxes, (viii) Copies of last **One (01)** year's Annual GST & Income Tax Returns, (ix) Submission of required Bid Security as per ITB Clauses 17 & 18 and corresponding details in Bid Data Sheet, and (x) Affidavit on judicial paper of at least Pak. Rs. 100/- as per the formats, given in the bidding document, about (a) no blacklisting/debarment of the bidder, (b) no conflict of interest, and (c) surety to comply with bid validity period despite the market inflation and foreign currency exchange rates risks. A responsive bidder should meet all the above parameters, otherwise, the bid shall be declared non-responsive without any consideration to technical specifications of offered goods and prices. **B.** **Eligibility** of the bidder shall be determined on following factors considerate of the provisions of ITB 29: (i) Successful completion of at-least **one (01)** contract having nature, and complexity similar to the scope of requirements described under the Bidding Document, during last **two (02)** years, (ii) Through the last **one (01)** year's **Annual General Sales Tax and Income Returns**, as a minimum, the Bidder's net worth for the said period should be **at least double** the total value of bid.
13.	**15.7**	The price quoted shall be on **Delivered Duty Paid (DDP)** basis i.e. inclusive of all applicable taxes, transportation, installation, commissioning and training, charges, if any. If there is no mention of inclusion of charges on account of allied services, as required in the Technical Specifications, of the offered brand's price(s), the quoted price shall be considered as inclusive of all charges.

	15.8	The price shall be **fixed**.
14.	**16.1**	The currency of the Bid shall be **Pakistani Rupee.**
15.	**17.1**	The Bid Validity period shall be: **120 days.**
16.	**18.1**	The amount of Bid Security shall be **2% of the Total Bid Value**.
	18.3	The currency of the Bid Security shall be: **Pak. Rs.** The Bid Security shall be in the form of **CDR, Bank Draft, Pay Order or Banker's Cheque in favour of "Treasurer, AIOU" Islamabad**. No personal cheques will be acceptable at any cost. Also, any previous bid security will not be considered or carried forward. The Bid found deficient of the amount as bid security compared to total bid price will not be considered.
17.	**19.2 & 19.3**	Alternative Bids to the requirements of the Bidding Document **"will not"**, be permitted.
18.	**21.1**	The number of copies of the Bid to be completed and returned shall be one (01) **ORIGINAL** and one (01) certified **COPY** of original.
	21.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: A power of attorney authorizing the signatory to sign the Bid on behalf of the Bidder from competent authority must be provided along with the bid. If the signatory of the Bid is duly authorized by the memorandum and article of association or the constitution of the Bidder, certified copy of the relevant section of the said constitution should be provided. In case, the Bidder is a sole proprietorship/ partnership firm, necessary affidavit should be provided. Otherwise, the Bid may be rejected. In case of Sole Proprietorship, this Authorization shall not be required if the owner shall be signing the bid him/ herself. If the Bidder is an intended or existing Joint Venture, such authorization be signed by all parties and specify the authority of the named representative to sign the Bid on behalf of, and legally bound, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include written evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 3.

<table>
<tr><th colspan="3">D. Submission of Bids</th></tr>
<tr><td>19.</td><td>22.2 (a)</td><td>Bid alongwith samples of Diary and Table Calendar according to the sample of the University, shall be submitted at:

Committee Room of Sir Syed Hall,
Block No. 24,
Allama Iqbal Open University,
Main Campus, Sector H-8,
Islamabad.</td></tr>
<tr><td rowspan="4"></td><td rowspan="4">22.2 (b)</td><td>The following Procurement Activity Title & Refence No., should be written on Outer Envelope:

<table><tr><th>Activity Title</th><th>Ref. No</th></tr><tr><td>Procurement of Customized Diaries & Table Calendars for Calendar Year 2023 at AIOU Main Campus, Islamabad</td><td>34/2022-23</td></tr></table></td></tr>
<tr><td>The Outer Envelope should have a statement “DO NOT OPEN BEFORE” the following Time and date:

<table><tr><th>Time</th><th>Date</th></tr><tr><td>1100 Hours</td><td>03-02-2023</td></tr></table></td></tr>
<tr><td>The deadline for submission of bids is:

<table><tr><th>Day</th><th>Date</th><th>Time</th></tr><tr><td>Friday</td><td>03-02-2023</td><td>1030 Hours</td></tr></table></td></tr>
<tr><td> </td></tr>
<tr><td>20.</td><td>23.1</td><td></td></tr>
<tr><th colspan="3">E. Opening and Evaluation of Bids</th></tr>
<tr><td>21.</td><td>26.1</td><td>The Bid Opening of the Procurement Activity, shall take place at:

Committee Room of Sir Syed Hall,
Block No. 24,
Allama Iqbal Open University,
Main Campus, Sector H-8,
Islamabad.

<table><tr><th>Day</th><th>Date</th><th>Time</th></tr><tr><td>Friday</td><td>03-02-2023</td><td>1100 Hours</td></tr></table></td></tr>
<tr><td>22.</td><td>32.2</td><td>Not Applicable</td></tr>
<tr><td>23.</td><td>33.5 (a-h)</td><td>Not Applicable</td></tr>
<tr><td>24.</td><td>33.7</td><td>The Procuring Agency will evaluate and compare Bids on itemized & least cost basis by taking into account discounts offered by Bidders in case of award of multiple items/lots/contracts, provided the bids for all items/lots are submitted and opened at the same time.</td></tr>
<tr><td>25.</td><td>34.1</td><td>Domestic preference is “Not Applicable”.</td></tr>
<tr><td>26.</td><td>35.</td><td>Least Cost Based Selection (LCBS)</td></tr>
</table>

		After meeting the requirements of eligibility, qualification and substantial responsiveness, the Procuring Agency shall consider the following evaluation techniques to evaluate a bid: (a) the bid price as quoted in accordance with **ITB 15**, (b) price adjustment due to discounts offered in accordance with **ITB 15.10,** (c) price adjustment for correction of arithmetic errors in accordance with **ITB 31**, (d) compliance with the mandatory technical specifications/ requirements, Thereafter, the bidder having lowest evaluated cost, shall be considered highest ranked (most advantageous) bidder for respective item/lot/package.
27.	**36.1**	Not Applicable.
F. Award of Contract		
28.	**40.1**	The maximum percentage by which the quantity of an item may be increased or decreased is: **Thirty percent 15%.**
29.	**43.1**	The Performance Guarantee shall be **ten percent (10%) of the Contract Price, consistent with the Letter of Bid.**
30.	**43.2**	The Performance Guarantee shall be in the form of a Bank Guarantee, issued by a Scheduled Bank on the prescribed format provided in the bidding document, at Section IX, Contract Forms, denominated in Pak. Rs.
31.	**44.1**	Not Applicable.
32.	**44.2**	Not Applicable.
33.	**45.1**	**Vice Chancellor, Allam Iqbal Open University** or his nominee, shall be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes.
G. Review of Procurement Decisions		
34.	**49.1**	The address of the Procuring Agency is: **Dean** **Faculty of Arabic & Islamic Studies** Block No. 12, **Allama Iqbal Open University** Main Campus, **Sector H-8, Islamabad,** Pakistan. Telephone: +92 (51) 9057678
		The Address of PPRA to submit a **copy** of grievance:

		Grievance Redressal Appellate Committee, **Public Procurement Regulatory Authority**, 1st Floor, G-5/2, Islamabad, Pakistan. Tel: +92-51-9202254

Section IV. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel



SECTION V:
SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Schedule of Requirements

The delivery schedule expressed as days stipulates hereafter a delivery date, which is the date of delivery, required. The delivery period shall start from the date of signing of Contract Agreement.

Item No.	Description of Items	Delivery Schedule (Duration)	Completion Date for Services (if any)
1.	**Diaries** (with Hardcase Box Envelope)	**30 days**	**Not applicable**
2.	**Table Calendars** (with Envelope)		

Whereas, the delivery location is:

Directorate of Purchase & Stores,
Allama Iqbal Open University
Main Campus,
Sector H-8, Islamabad,
Pakistan.
Telephone: +92(51) 9250031, 9250035

Technical Specifications

Item No.	Name of Items	Specifications/ Description	Unit of Measurement	Quantity
1.	**Diaries** (with Hardcase Envelope) **[As per AIOU Sample]**	• Pre-printed Diary consisting of 100 leaves approximately in finished size 7.1" x 9.3" with imported Rexine Cover *(Best Quality)*. • Screen printing of Allama Iqbal Open University text with its Logo on Dairy Jacket and AIOU Logo on Rexine Diary Cover in Golden, size 7.4" x 9.5". • Ball Point *(Best Quality)* with screen printing of Allama Iqbal Open University, Islamabad text. • Diary Jacket in size 10.5" x 21.5" with two folds made of imported Rexine bearing inner side pocket and ball point hanger with instant jacket cover (shutter). • Small Note Pad *(Best Quality)* consisting of 40 leaves in size 3.5" x 4.5" on plain offset paper imported. • Dairy Box: Hard Bound Box in size 9" x 11" with depth 2" fixed with silk cloth in the bottom with Screen printing (Allama Iqbal Open University, Islamabad with Logo in golden).	Nos	**600**
2.	**Table Calendars** (with Envelope) **[As per AIOU Sample]**	• Size 9½ x 6¼" (finished) Art Card 300 GSM. • 13 Leafs (26 pages). • Both side printing 4 color with Ultra Violet (UV) coating. • 27 Hole Spiral Binding. • Stand 9½" x 6¼" single color laminated. • The themes shall be provided by AIOU.	Nos	**500**

Note:

1. **The samples of above-mentioned items are available with Directorate of Purchase & Stores, which can be seen. The interested bidders are required to physically check the samples before submission of bids.**

2. The bidders shall have to submit the samples with their bids, in complete conformity with AIOU's samples of Diary & Table Calendar.

SECTION VI: STANDARD FORMS

List of Forms

Form 1: Form of Bid

Form 2: Price Schedules for Goods and Related Services Offered

Form 3: Form of Qualification Information

Form 4: Form of Bidders Past Performance/ Experience

Form 5: Letter of Acceptance

Form 6: Affidavit [on Judicial Paper]

Form 1: Form of Bid

Date:

To: Gentlemen and/or Ladies:

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

No discount is offered.

[if yes, use this, otherwise delete it] The discounts are offered and the methodology for their application are:

(i) The discounts offered are: [Specify in detail each discount offered],
(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts].

We declare that our Bidding Price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming **Vice Chancellor, Allam Iqbal Open University or his nominee**, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1 & BDS 35.**

We undertake, if our Bid is accepted, to deliver the goods, and allied services (if any mentioned in technical specifications), in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Guarantee in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7**.

We agree to abide by this Bid for the Bid Validity Period specified in **ITB 17 & BDS 15**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this_____day of_____20_____.

*(Name)*_____ *[signature]*
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

[SEAL]

Form 2: Price Schedule in Pak. Rupees

Name of Bidder _____.

IFB Number _____. Page __ of ____.

TABLE 1 [Prices of Goods]						Pak. Rupees	
Sr. #.	**Description of offered Item & Brand**	**Quantity**	**Unit Price (EXW)**	**Unit price** [Transportation to delivery location & ancillary services]	**Sales & other Taxes payable** [if applicable]	**DDP Unit Price** [inclusive of transportation, taxes, ancillary services etc.]	**Total Cost (DDP)**
Total Amount [Pak. Rupees] =							

It is hereby confirmed that the specifications of offered items, are fully compliant to the technical specifications provided in Section V of bidding document and the offered DDP Cost includes all applicable taxes, duties, transportation, ancillary/allied services [i.e. installation, commissioning, integration, testing, deployment, warranty] etc. charges.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

[SEAL]

Form 3: Form of Qualification Information

Name of Bidder _____.

IFB Number _____. Page __ of ____.

Required Documentation	Checklist of Attachments *(YES/NO)*	Relevant Page Number in the Bid *(To be filled by the Bidder)*
Column:1	**Column:2**	**Column:3**
Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid *(Not required in case Owner of Sole Proprietorship is signing him/ herself)*		
Bid's Submission on prescribed Form		
Price Schedule on prescribed Form		
Bid Security @ 2% of total Bid Value		
Proof of Income Tax Registration & Active Taxpayer		
Proof of Sales Tax Registration & Active Taxpayer		
Registration/Incorporation (In case of registered Firm)		
Copies of last **One (01)** year's Annual Income Tax Returns		
Copies of last **One (01)** year's Annual GST Returns		
Documentary evidence establishing required experience in the forms of contract/purchase order, certificate from client		
Affidavit on judicial paper		

Notes:

Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in **Column 1**.

Bidders should properly mention "YES" or "NO" against each requirement, confirming that they are attaching the relevant document or not, with the form in **Column 2**.

Bidders are required to mention the exact page number of relevant document placed in the Bid, in **Column 3**.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

[SEAL]

Form 4: Bidder's Past Performance/Experience

Name of Bidder _____.

RFB Number _____. Page __ of ____.

Assessment Period: (Five Years as per Evaluation Criteria)

Name of the Purchaser/ Institution	Purchase Order/ Agreement No.	Description	Value	Date of Completion	Purchaser's Certificate

Notes:

Bidders may use additional Sheets if required.
All certificates are to be attached with this form.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

[SEAL]

Form 5: Letter of Acceptance

[Letter head paper of the Procuring Agency]

[date]

To: *[name and address of the Supplier]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm ***Vice Chancellor, Allam Iqbal Open University or his nominee****,* to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes in accordance with **ITB 45.1.**

You are hereby informed that after you have read and returned the attached draft Contract, the parties to the contract shall sign the vetted contract within ten (10) working days.

You are hereby required to furnish the Performance Guarantee in the form and the amount stipulated in the Special Conditions of the Contract within a period of ten (10) working days after the receipt of Letter of Acceptance.

Authorized Signature:
Name and Title of Signatory:
Name of Agency:
Attachment: Contract
Copy: Appointing Authority and Supplier

Form 6: Affidavit

[This must be printed on judicial/stamp paper having worth of at least Pak. Rs. 100/-. The judicial/stamp paper must be a registered paper with the respective vendor, having necessary entries on it and must also be Notarized. This Affidavit must be signed by the authorized representative of the bidder whose respective authorization is already confirmed as part of the Bid]

Affidavit of: [name of authorized representative of the bidder], having CNIC # [enter number], as [mention the designation of authorized representative] *on behalf of* **[name of the bidder]**, [complete official address]

I, the above-named deponent, do hereby solemnly state on oath that I am an authorized representative of [name of the bidder] and, hereby on behalf of [name of the bidder] declare, agree, understand, warrant and undertake that:

1. **[name of the bidder]** intends to submit a Bid for certain goods and related services, viz., [brief description of goods and services] in complete understanding of the bidding document for the said procurement, issued by the Allama Iqbal Open University,

2. **[name of the bidder**] has not been blacklisted or debarred by any federal or provincial or regional Public Procurement Regulatory Authority and/or government ministry/department/public sector organization, international financial institutions/donors [such as World Bank, Asian Development Bank etc.],

3. **[name of the bidder**] is not engaged in any legal proceedings with and/or against any federal or provincial or regional Public Procurement Regulatory Authority and/or government ministry/department/public sector organization including Allama Iqbal Open University, international financial institutions/donors [such as World Bank, Asian Development Bank etc.]

4. **[name of the bidder**] has no direct and/or indirect conflict of interest with any person, employee, staff and any member of the Procurement Evaluation Committee(s) of the Allam Iqbal Open University and/or the procurement activity for which **[name of the bidder**] is submitting bid,

5. **[name of the bidder**] is submitting his bid conscious of market inflation and foreign currency exchange rates risks and shall comply with the offered rates during bid validity period, and if awarded a contract shall honour the offered rates without indulging into any argument and/or asking for price adjustment, thus bearing all the related risks,

6. **[name of the bidder**] irrevocably and unconditionally undertake and warrant that in case **[name of the bidder**] defaults in honouring his offered/committed rates before or after, signing of contract agreement and/or supply order, the University shall be at liberty to forfeit the earnest money and/or performance security and/or take any punitive action including blacklisting for desired period, and **[name of the bidder**] shall not challenge that decision in any court of law,

7. **[name of the bidder**] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

DEPONENT

Verification:

Verified on oath at Islamabad on this **--** day of the month of **----------** of **20--** that the contents of the foregoing Affidavit are true and correct to the best of my knowledge and belief and that nothing thereof has been concealed from Allama Iqbal Open University.

DEPONENT

PART-B

CONDITIONS OF CONTRACT

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

SECTION VII:

General Conditions of Contract (GCC)		
1. Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them: a) **"Authority" means** Public Procurement Regulatory Authority. b) The **"Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder. c) The **"Contract"** means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. d) The "**Commencement Date"** is the date when the Supplier shall commence execution of the contract as specified in the **SCC.** e) "**Completion**" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. f) **"Country of Origin"** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the **SCC**. g) The **"Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. h) **"Defective Goods"** are those goods which are below standards, requirements or specifications stated by the Contract. i) **"Delivery"** means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract. j) **"Effective Contract date"** is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the condition's precedent stipulated in **GCC Clause 3.** k) **"Procuring Agency"** means the person named as Procuring Agency in the **SCC** and the legal successors in title to this person, procuring the Goods and related service, as named in **SCC.** l) **"Related Services"** means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

		m) **"Related Services"** means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. n) "**Intended Delivery Date"** is the date on which it is intended that the Supplier shall affect delivery as specified in the **SCC.** o) **"SCC"** means the Special Conditions of Contract. p) "**Supplier**" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the **SCC.** q) **"Project Name**" means the name of the project stated in **SCC**. r) **"Day"** means calendar day. s) **"Eligible Country"** means the countries and territories eligible for participation in accordance with the policies of the Federal Government. t) **"End User"** means the organization(s) where the goods will be used, as named in the **SCC**. u) **"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components. v) "**Force** Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, **"Force Majeure"** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party

		invoking Force Majeure to prevent), confiscation or any other action by Government agencies. w) **Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency. x) The **Supplier's Bid** is the completed Bid document submitted by the Supplier to the Procuring Agency.
2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Supplier's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the SCC, b) Furnishing of Advance Payment Unconditional Guarantee.
	3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect.

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

		/ and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so, required by the Government of Pakistan or / and the appropriate donor agencies.
9. Patent and Copy Rights	9.1	The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the **SCC**.
	10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	The Performance Security (or Guarantee) shall be in one of the following forms: a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency, or b) A cashier's or certified check.
	10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in **SCC**.
11. Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra

		cost to the Procuring Agency. **SCC** and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.
	11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the goods' shipment from the country of origin.
	11.5	Nothing in **GCC Clause 11** shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in **SCC**, and in any subsequent instructions ordered by the Procuring Agency.
13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in **SCC**.

	13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
	13.3	Documents to be submitted by the Supplier are specified in **SCC**.
14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC.**
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**: a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the

		supplied Goods, b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods, c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods, d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract, and e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. Spare Parts	17.1	As specified in **SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract, and b) In the event of termination of production of the spare parts, c) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements, and d) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.
18. Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from

		any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
	18.2	This warranty shall remain valid for a period specified in the **SCC** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in **SCC**.
	18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the Supplier shall, within the period specified in **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
	18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19. Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in **SCC**.
	19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to **GCC Clause 13**, and upon fulfillment of other obligations stipulated in the Contract.
	19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as

		specified in the **SCC.**
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in **SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
	19.5	All payments shall be made in the currency or currencies specified in the **SCC** pursuant to **GCC Clause 19.4.**
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in **SCC** or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21. Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to **GCC** Clause **22,** make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency, b) The method of shipment or packing, c) The place of delivery, and/or d) The Services to be provided by the Supplier.
	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

22. Contract Amendments	22.1	Subject to **GCC Clause 21**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Sub-Contracts	24.1	The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
	24.2	Subcontracts must comply with the provision of **GCC Clause 5**.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under **GCC Clause 28**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 26**, unless an extension of time is agreed upon pursuant to **GCC Clause 25.2** without the application of liquidated damages.
26. Liquidated Damages	26.1	Subject to **GCC Clause 28**, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or

		performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 26.**
27. Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to **GCC Clause 24,** or b) the Supplier fails to perform any other obligation(s) under the Contract, c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the **SCC**, d) the supplier has abandoned or repudiated the contract, e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation, f) a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment, g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency, and h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
	27.3	For the purpose of this clause: **"Corrupt and Fraudulent Practice"** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
	27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to **GCC Clause 26.1,** the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services

		similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Termination for Force Majeure	28.1	Notwithstanding the provisions of **GCC Clauses 25, 26**, **and 27**, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, ''Force Majeure'' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) confiscation or any other action by Government agencies.
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29. Termination for Insolvency	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30. Termination	30.1	The Procuring Agency, by written notice sent to the

for Convenience		Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect: a) To have any portion completed and delivered at the Contract terms and prices, and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
	31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32. Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the **SCC**.
	32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
33. Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34. Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to **GCC Clause**

		8, a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency, and b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35. Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in **SCC**.
	35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36. Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
	36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

SECTION VIII:
Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1(d)	The Contract shall before effective & take commencement from the date it is signed by both the partiers.
2.	1.1 (k)	The Procuring Agency is: **Allam Iqbal Open University**
3.	1.1 (n)	The intended delivery date is: *[insert date as per delivery schedule]*
4.	1.1 (p)	The Supplier is: [*Name and address]*
5.	1.1(q)	The title of the subject procurement is: *[write the name of title]*
6.	1.1 (t)	The end-user is: *[insert the name of end-user department]*
Governing Language (GCC 4)		
7.	4.1	The Governing Language shall be: **English**
Applicable Law (GCC 5)		
8.	5.1	The Applicable Law shall be: **Laws of the Islamic Republic of Pakistan**
Country of Origin (GCC 6)		
9.	6.1	Country of Origin is ……..
Performance Guarantee (GCC 10)		
10.	10.1	The Supplier shall provide a Performance Security @ **10%** [which should be consistent with that of Letter of Bid] of the Contract Price within fifteen (15) working days after the Notification of Award of Contract from a Scheduled Bank. The form of acceptable Performance Security shall be a Form included in Section IX, Contract Forms, issued by a Scheduled Bank. The Guarantee must be provided on Judicial/Stamp Paper having worth of at least Pak. Rs. 100/-, issued on the name of the Supplier, by the issuing Bank. The Performance Security shall be denominated in **Pak. Rupees**. The Performance Guarantee should remain valid for the duration of warranty period as mentioned at **GCC Clause 18.2** from the date of issuance by the scheduled bank.
11.	10.4	After delivery and acceptance of the Goods, the Performance Guarantee shall be withheld by the Procuring Agency to cover the Supplier's Warranty obligations in accordance with **GCC Clause 18.2.**
Inspections and Tests (GCC 11)		
12.	11.1	**The Supplier shall initially provide the samples of items (where required) in accordance with the given specifications as per the**

		Contract, which will be inspected by the designated Inspection Committee/ concerned department. After approval of the samples, the supplier shall arrange delivery of goods in accordance with the Schedule of Requirement annexed with the contract. Inspection of supplies, & allied services (if any), at final acceptance shall be in accordance with the conditions of contract & the specifications. After delivery at AIOU Islamabad the goods, & allied services(if any), shall be inspected/examined by the designated Inspection Committee of the University to physically check the goods/services in accordance with the given specifications as per the Contract and/or approved samples. The Committee shall submit its Goods Receipt & Inspection Report to the Directorate of Purchase & Stores. In case of any deficiency, pointed out by the Inspection Committee and/or the University, in the delivered goods and allied services (if any), the Supplier shall be bound to rectify it free of cost as per contract. During the physical inspection, the Inspection Committee and/or University, may require following documents / tests prior to issuance of Goods Receipt & Inspection Report: i) A certificate of goods, being Brand New, with all the relevant details, from supplier, ii) A certificate that supplied goods are not having any physical defect/damages, iii) Certificate of Country of Origin, if any, quoted by the Supplier (from manufacturer) In addition, if Inspection Committee and or University considered it appropriate, the Committee or any of its/University's representative(s), may execute the physical examination of goods to be supplied, prior to shipment, at Supplier's premises, without any expense towards the Procuring Agency (University), confirming conformance of goods' specifications and performance, with required parameters
Packing (GCC Clause 12)		
13.	12.1	The following **SCC** shall supplement **GCC Clause 12.2**: a) The Goods shall be packed properly in accordance with standard export packing. b) The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. c) Crates or boxes should have a list of items contained therein, secured to the exterior. A duplicate list should also be included inside with the contents.

		d) All goods should bear an identification mark of serial number or other marking by which that particular article can be identified in the event of packages being landed damaged. e) Waterproof case liners should be used protecting goods' damage from moisture. f) Special attention must be given to fragile items by pre-packing in foam, plastic cushioning or some equally efficient cushioning material. Shredded newsprint, popcorn, straw, or new or used rubber tyres should not be used. g) All marks, tags and labels shall be in the English language.
Delivery and Documents (GCC Clause 13)		
14.	13.3	Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: a) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount, b) delivery note, railway receipt, or truck receipt, c) Detailed description of material/equipment, item/accessories, no. of boxes, weight, dimension and volume of each box must be shown in the packing list alongwith following details with shipping marks on each Box, crate and on container(s). **Allama Iqbal Open University** Main Campus, Section H-8, Islamabad, Pakistan d) One Original of the Manufacturer's or Supplier's Warranty Certificate covering all items supplied, and e) certificate of country of origin (if required) issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
Insurance (GCC Clause 14)		
15.	14.1	The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. However, the Purchaser shall not require any documentary evidence in this regard, provided the goods are delivered and accepted by the Purchaser.

Related Services (GCC Clause 16)		
16.	16.1	Related services to be provided are:
Spare Parts (GCC Clause 17)		
17.	17.1	**Not Applicable.**
Warranty (GCC Clause 18)		
18.	18.2	GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be twelve (12) months or manufacturer's standard warranty, whichever is more, from date of acceptance of the Goods or manufacturer's standard warranty, whichever occurs later. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with **GCC Clause 11**, **OR** (b) pay liquidated damages to the Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 percent (0.2%) per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent (10%) of the contract value. Liquidated Damages shall be recovered from the performance security.
19.	18.4 & 5	The period for correction of defects in the warranty period is: **Three (03) working days**.
Payment (GCC Clause 19)		
20.	19.1	The method and conditions of payment to the Supplier under this Contract shall be as follows: **Payment for Goods supplied:** Payment shall be made in **Pak. Rupees** according to the following manner: **On Acceptance: Hundred (100**) percent of the Contract Price of the supplies delivered, received, deployed, installed, configured, tested and necessary training is provided, shall be paid within thirty (30) days of submission of claim supported by the acceptance certificate issued by the purchaser. A copy of General Sales Tax ('GST') Invoice showing the amount of sales tax, must be submitted along with the Invoice besides receipt of

		original delivery challan(s), in duplicate duly completed in all respect. In case GST is not applicable on the Goods to be procured, the Bidder shall provide the documentary evidence to the said effect. Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments. In case, the Supplier shall be requiring any tax exemption against imported goods, the Supplier shall have to submit following documents, otherwise, the request for exemption of any related tax shall not be provided: (a) Verified Copy of Invoice of the Manufacturer, (b) Verified Copy of Bill of Lading, (c) Verified Copy of Payment Challan of tax(es), (d) Any other delivery/import document which could exactly verify the details of the goods that have been supplied by the Supplier, (e) Exemption Certificate issued by the respective Regional Tax Commissioner, (f) Any other document which the Procuring Agency may consider appropriate to determine the exemption. Failing in provision of above referred documentation, the Procuring Agency shall deduct the tax, at source, as per the laws of the country.
21.	19.3	**Not Applicable.**
Prices (GCC 20)		
22.	20.2	**Not Applicable.**
Liquidated Damages (GCC Clause 26)		
23.	26.1	Applicable rate shall be **0.1% per day** and the maximum shall not exceed ten percent (10 %) of the contract price, *against undelivered material(s)/good(s)' value.* Liquidated Damages shall be recovered while making the payment against the invoice.
Procedure for Dispute Resolution (GCC Clause 32)		
24.	32.1	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 07 (seven) days, through Central Purchase Committee of the University, following a notice sent

		by one Party to the other Party in this regard. At the event of failure of negotiation, the dispute shall be resolved through mediation and mediator shall be the Vice Chancellor of Allama Iqbal Open University. At the event of failure of mediation to resolve the dispute relating to this contract, such dispute shall finally be resolved through binding Arbitration, as sole arbitrator in accordance with Arbitration Act 1940. **The arbitrator appointed by the Vice Chancellor, Allama Iqbal Open University or his nominees** shall act as the sole arbitrator. The Arbitration shall take place in Islamabad and proceedings will be conducted in English language. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however 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. The courts of **Islamabad** shall have exclusive jurisdiction. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. 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 Procuring Agency shall pay the Supplier any monies due to the Supplier.
Notices (GCC Clause 35)		
25.	35.1	— **Procuring Agency's** address for notice purposes: Directorate of Purchase & Stores, **Allama Iqbal Open University** Main Campus, **Sector H-8, Islamabad,** Pakistan. Telephone: +92(51) 9250031, 9250035 —**Supplier's address** for notice purposes:

SECTION IX: CONTRACT FORMS

Form of Contract

THIS AGREEMENT made the_____day of_____20_____between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency" or "University" which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees) of the one part and *[name of Supplier]* of *[city and country of Supplier] (*hereinafter called "the Supplier" which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees) of the other part:

(The Procuring Agency/University and the Supplier, are collectively referred to as "**the Parties**" and individually as a "**Party**", as the context requires)

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"). Details are as follows:

Pak. Rupees

Sr. #.	Description of Item	Brand/ Model	Quantity	DDP Unit Price	Total Cost (DDP)
Total Amount [Pak. Rupees] =					

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 Form of Bid and the Price Schedule submitted by the Bidder,
   c) The Schedule of Requirements,
   d) The Technical Specifications,
   e) The General Conditions of the Contract,

f) The Special Conditions of Contract,
g) The Procuring Agency's Letter of Acceptance,
h) Performance Guarantee Form, and
i) Integrity Pact (where applicable)

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and 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 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.

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.

EXECUTED BY THE PROCURING AGENCY

In the presence of witness:

Name:
CNIC:

As Director (Directorate of Purchase & Stores) and authorized representative of and for and on behalf of Vice Chancellor,
Allama Iqbal Open University

Name:
CNIC:

As ---------- for and on behalf of **----------** [end-user department],
Allama Iqbal Open University

EXECUTED BY SUPPLIER

In the presence of witness:

Name:
CNIC: 51401-09242700-9

As ---------- and authorized representative of and for and on behalf of
[NAME OF THE SUPPLIER]

Name:
CNIC:

As ---------- for and on behalf of
[NAME OF THE SUPPLIER]

Performance Guarantee Form

[This Guarantee must be provided on Judicial/Stamp Paper having worth of at least Pak. Rs. 100/-, issued on the name of the Supplier, by the issuing Bank.]

To: [*name of Procuring Agency]*

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

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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]

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: _____ Dated: _____
Contract Value: _____
Contract Title: _____

[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/Supplier]