

STANDARD BIDDING DOCUMENTS

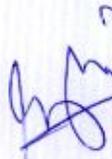
Procurement of Tyres (National Competitive Bidding)



Pakistan Telecommunication Authority
Pakistan

November, 2023
Standard Bidding Documents for Goods

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MUHAMMAD MUNEER
Deputy Director (Admin)
Pakistan Telecommunication Authority
Headquarters, Islamabad

PART-A - BIDDING PROCEDURE & REQUIREMENTS Section I - Invitation for Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *Section-II contains provisions that are to be used without modifications.*

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders.

Section IV - Eligible Countries

This Section contains information regarding eligible countries.

Section V - Technical Specifications & Schedule of Requirements

This Section includes the details of specifications for the goods required and schedule of requirements.

Section VI - Standard Forms

This Section includes the standard forms for the Bid Submission, Price Schedules, and Bid Security to be completed and submitted by the Bidder as part of its Bid.

PART-B - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts.

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to this contract.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Integrity Pact

The successful bidder shall be required to furnish Integrity Pact as per the attached format.



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PART-A

BIDDING PROCEDURE & REQUIREMENTS

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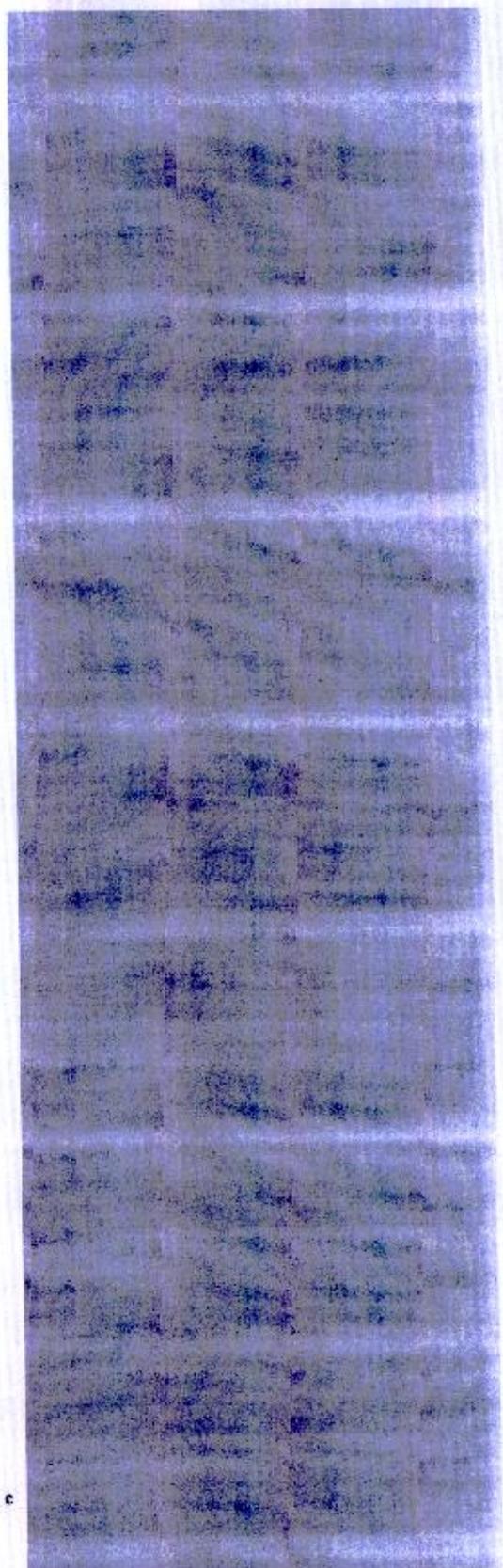
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Form of Contract 113
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Integrity Pact 116



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Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

No.PTA/Coord/Admin/TM/747/2023

Invitation to Bid

Procurement of Tyres

Pakistan Telecommunication Authority a Government organization invites sealed bids from the authorized registered with Income Tax and Sales Tax Departments and who are on Active Tax Payers List of the Federal Board of Revenue for procurement of 18 x tyres as per following detail:

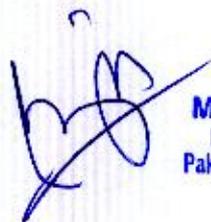
- 2 x Hino Buses Model 2018: 12 x Tyres alongwith Tubes & Flappers with fitting Size 10.00 R-20
- Hino Coaster Model 2020: 6 x Tyres alongwith Tubes& Flappers with fitting Size 7-50-16

Bidding documents, containing terms and conditions etc are available at Office of Deputy Director Admin, Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad. Price of the bidding documents is Rs.500/-(Non Refundable). Bidding documents can also be downloaded from www.pta.gov.pk free of cost.

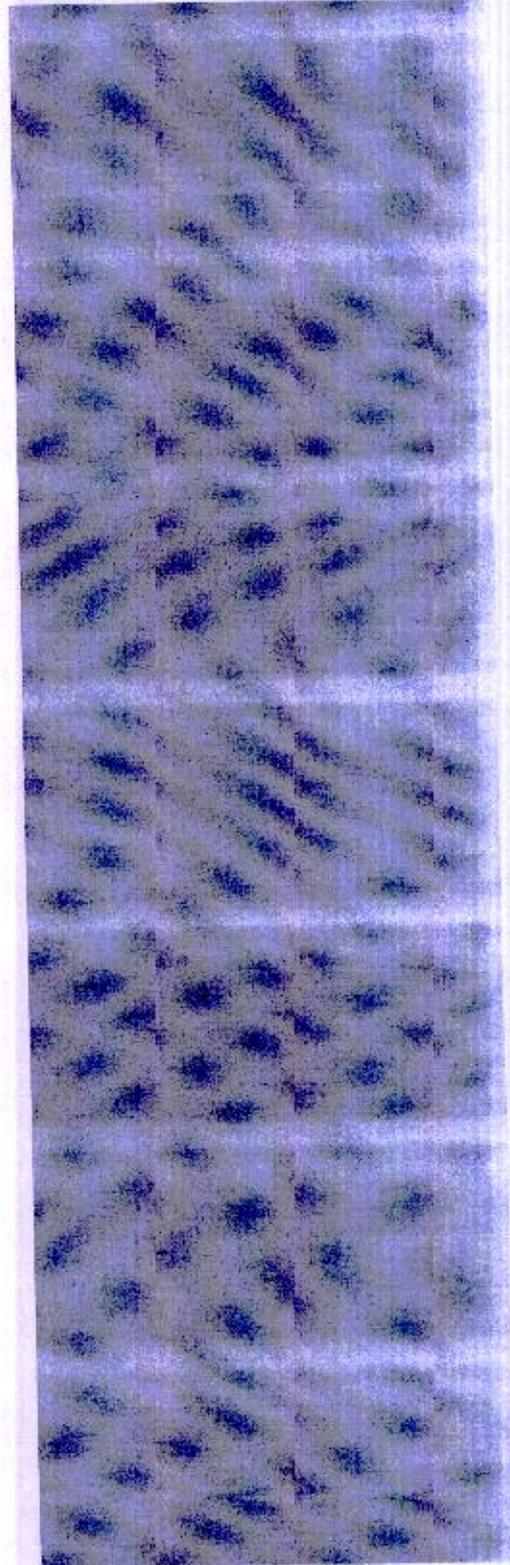
The bids, prepared in accordance with the instructions in the bidding documents, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PADS before 6th February, 2024 at 11:00 AM. Technical bids will be opened the same day at 11.30 AM through e-PADS system. If the bid receiving and opening day fall on a public holiday, the bids will be opened on next working day at the same time. This advertisement is also available at PTA and PPRA website i.e www.pta.gov.pk and www.ppra.org.pk.

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PTA HQs F-5/1, Islamabad
Tel: 051-2878118, Fax: 051-2878149
Email: munir@pta.gov.pk

SECTION II: INSTRUCTION TO BIDDERS (ITBs)



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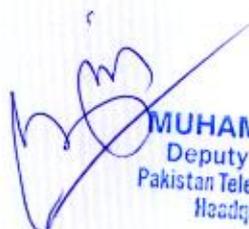


		<p>shall be confirmed or authenticated by a reputable local bank;</p> <p>bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or</p> <p>surety bond callable upon demand issued by any reputable surety or insurance company.</p> <p>Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.</p>
	43.3	<p>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.</p>
44. Advance Payment	44.1	<p>The Procuring Agency will provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS.</p>
	44.2	<p>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.</p>
45. Arbitrator	45.1	<p>The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.</p>
46. Corrupt & Fraudulent Practices	46.1	<p>Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government</p>



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		<p>financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the PPRA defines Corrupt & Fraudulent Practices as stipulated in Rule-2(1)(f) of PPR-2004;</p> <p>Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt and fraudulent practices in competing for the contract;</p> <p>Procuring Agency will declare the firm as blacklisted in accordance with the provisions of Rule-19 of PPR-2004, and in accordance with any regulations, guidelines or instructions issued by the Authority from time to time.</p>
	46.2	All those firms blacklisted by the International Organizations shall be treated as Blacklisted.
	46.3	Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.
F. 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 Evolution Committee. The committee must have one subject specialist depending the nature of the procurement in addition to one person with legal background.
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 bidding documents found contrary to provision of Rule 32, and the same shall be addressed by the GRC well before the proposal submission deadline.


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	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 and five days after the announcement of the technical and final evaluation reports respectively.
	48.3	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 and five days after the announcement of the technical and final evaluation reports respectively.
	48.4	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.5	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	48.6	The GRC, in both the cases mentioned in clause 48.2 shall investigate and decide upon the complaint within ten days of its receipt.
49. Complaint Review Mechanism	49.1	Any bidder or the procuring agency not satisfied with the decision of the GRC may file complaint before the Authority on prescribed format after depositing the prescribed fee.
	49.2	Director General (M&E) shall constitute a committee including two members from M&E Wing and one member from legal wing.
	49.3	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 (not more than seven days).
	49.4	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within thirty days of receipt of complaint.
	49.5	In the meanwhile, procuring agency may sign the contract with or issue the purchase order to the successful bidder, however, the contract shall not take effect until the decision of the committee.
	49.5	The decision of the Committee shall be considered as final.


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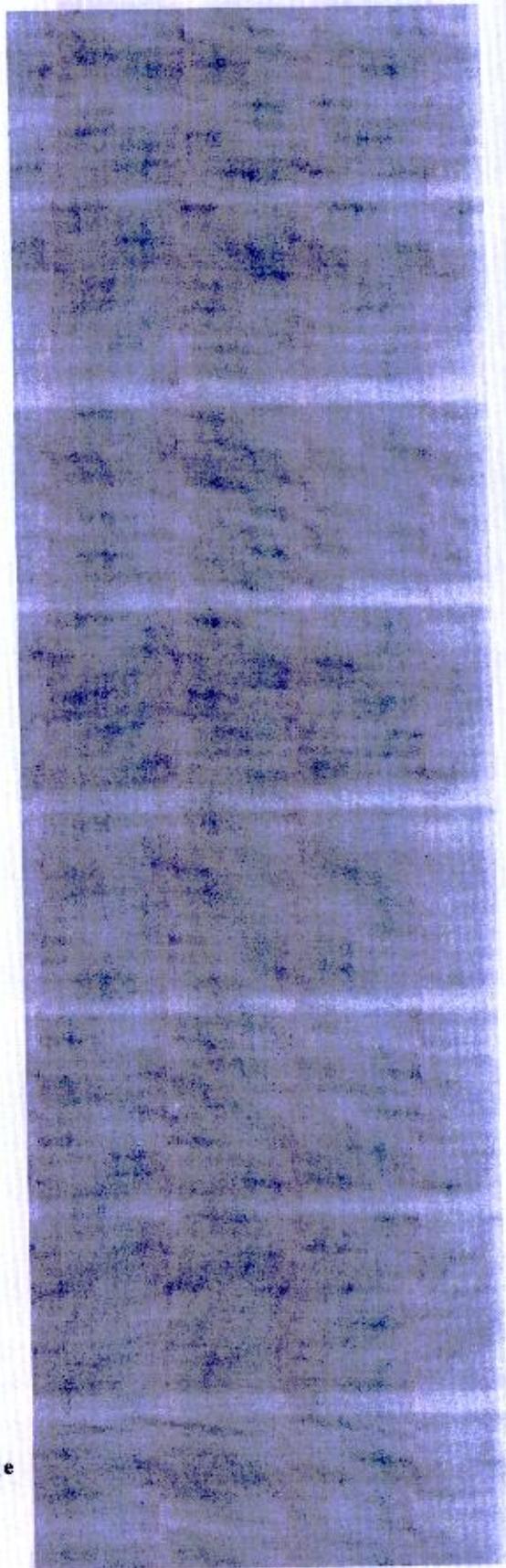
**SECTION III: BID DATA
SHEET**



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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	<p>Name of Procuring Agency: [Pakistan Telecommunication Authority].</p> <p>The subject of procurement is: [Purchase of 18 x Tyres/Tubes/Flappers with fitting]</p> <p>Period for delivery of goods: [Within 15 days of issuance of supply order]</p> <p>Commencement date for delivery of Goods: [After issuance of supply order]</p>
2	2.1 & 2.2	<p>Financial year for the operations of the Procuring Agency: [2023-24]</p> <p>Name of Project [Procurement of Tyres]</p> <p>Name of financing institution: [N/A]</p> <p>Name and identification number of the Contract: [PTA/Coord/Admin/Transport Matters/747/2023]</p>
4.	3.1	Maximum number of members in the joint venture, consortium or association shall be: [N/A].
5.	4.1	Ineligible country(s) is or are [N/A]
6.	4.6	Demonstration of authorization by manufacturer: [N/A]



B. Bidding Documents

7.	7.2	The number of documents to be completed and returned is one through PPRA EPADS portal only [Nil]
8.	8.1	The address for clarification of Bidding Documents is [Deputy Director (Admin), PTA H/Q Building F-5/1, Islamabad]



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C. Preparation of Bids

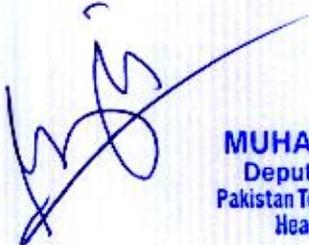
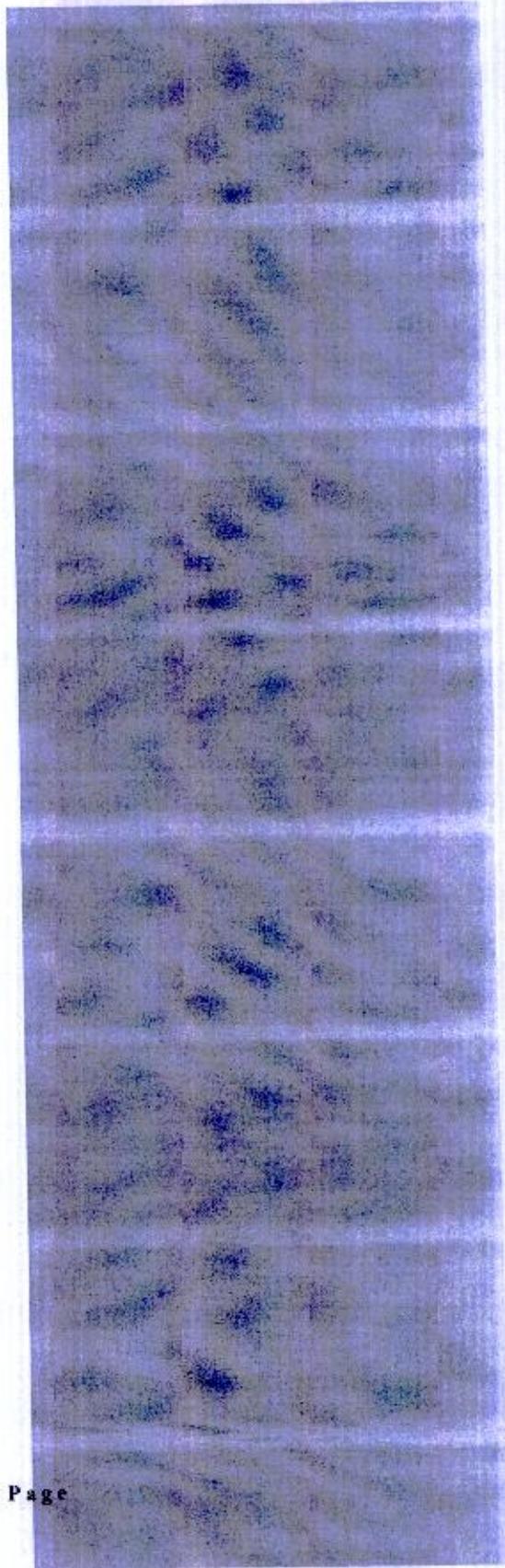
9.	10.1	The Language of all correspondences and documents related to the Bid is: <i>[English]</i>
10.	11.1(b)	Detail of sample(s) to be submitted with the Bid are: <i>[N/A]</i>
11.	11.2 (b)	Characteristics: Hino Buses Model 2018: 12 x Tyres including Tubes Flappers Size 10.00 R-20
12.	11.1 (h)	<p>b. Hino Coaster Model 2020: 6 x Tyres including Tubes Flappers Size 7-50-16</p> <p>i. In addition to the documents stated in ITB 11, the following documents must be included with the Bid: As per Mandatory requirements at Section V</p>
13.	12.3 (c)	Other procurement specific documentation requirements are: <i>[N/A]</i> .
14.	12.4	Spare parts required for <i>[N/A]</i> of years of operation.
15.	13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: <i>[list criteria]</i> .

The bidder should meet the following mandatory requirement to qualify for financial bid opening and evaluation:

1. The bidder should be registered with income tax and sales tax department of FBR. Certificate to be attached.
2. The bidder should be on Active Tax Payer List of FBR for income tax and sales tax.
- Bid security of Rs. 50,000 in form of call deposit/pay order in favor of Pakistan Telecommunication Authority Headquarters, F-5/1, Islamabad shall be provided/ submitted before opening of technical proposals failing which tender shall be rejected. Whereas, the scanned copy of bid security is required to be attached with the technical proposal submitted on e-PADS.
- An undertaking on non-judicial stamp paper of Rs. 100 that the firm has not been blacklisted by PPRA or any other government department in the past. Moreover, the bidder's name shouldn't be on PPRA list of blacklisted bidders.
- Proprietorship of a well-established Automobile Tire shop in Islamabad/Rawalpindi is must. Evidence of same may be attached.
- Warranty of tires up to 20,000 KMs or 1 year, whichever is earlier to be attached.
- Dealership Certificate of the quoted brand to be attached.

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	(ii), (iii) (optional) ^(v) (optional)	[Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITB 15.7 (b) (ii) or (iii).] [Specify whether prices for inland transportation and prices of incidental services, pursuant to ITB 15.7 (b) (iv) and (v), must be quoted in addition to the above CIF or
	15.8	The price shall be fixed [N/A]
18.	16.1 (a)	For goods and related services originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i> ; For goods and related services originating outside Pakistan, the Bidder shall express its Bid in any convertible currency.
19.	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 bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
20.	17.1	The Bid Validity period shall be [90] days.
21.	18.1	The amount of Bid Security shall be (insert amount) The currency of the Bid Security shall be: 50,000/- pak rupees fifty thousand or Indicate whether Bid Securing Declaration is applicable [insert "Yes" or "No"]
22.	18.3	The Bid Security shall be in the form of: [Pay order / bank draft in favour of PTA]
23.	18.3 (c)	Other forms of security are: [N/A]
24.	19.1	Alternative Bids to the requirements of the Bidding Documents [N/A] be permitted with respect to [describe the alternatives to be permitted, or delete, as appropriate]

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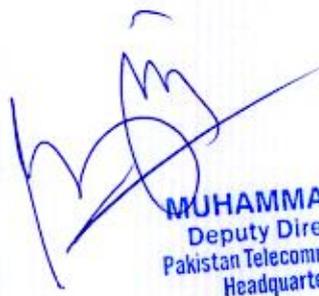
235	21.1	The number of copies of the Bid to be completed and returned shall be <i>[N/A]</i> .
26.	21.2	Written confirmation of authorization are: <i>[list acceptable confirmation of authorizations]</i>

D. Submission of Bids

27.	22.2 (a)	Bid shall be submitted <i>through ePADS</i> www.eprocure.gov.pk as per Regulation 11(4)(b) of E-Pak-Procurement Regulations, 2023 i.e. Encrypted Proposal Submission System (EPSS) . Original bid security shall be provided to following address before last date for opening of bids: Pakistan Telecommunication Authority Street address: <i>[F-5/1]</i>
28.	22.2 (b)	Title of the subject Procurement or Project name: <i>[Procurement of 18 x Tyres for PTA Buses]</i> IFB title and No: <i>[insert IFB title and number]</i> Time and date for submission: <i>[December]</i>
29.	23.1	The deadline for Bid submission is a) Day : <i>[insert day]</i> b) Date: <i>[insert date]</i>

E. Opening and Evaluation of Bids

30.	26.1	The Bid opening shall take place through PPRA EPAD PTA H/Q building 2 nd floor, conference room.
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		<p>Country: [Pakistan] Day : [insert day]</p> <p>Date: [insert date]</p> <p>Time : [insert time]</p>
31.	32.2	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: [pak rupees]</p> <p>The source of exchange rate shall be: [State Bank of Pakistan]</p> <p>The date of exchange rate shall be: [N/A]</p>
33.	33.4 (h)	Other specific criteria are [N/A]
34.	33.5 (a)	<p>Inland transportation from EXW/port of entry/border point to [name of Project site(s)], and insurance and incidentals.</p> <p>Bidder shall furnish: estimated dimensions and shipping weight of each package. approximate EXW/CIF/CIP value of each package.</p>
35.	33.5 (b)	<p>Delivery schedule. [Within 15 days after issuance of supply order]</p> <p>Option (i)</p> <p>Option (ii)</p> <p>Option (iii)</p>
36.	33.5 (c) (ii)	<p>Deviation in payment schedule [insert "is" or "is not" applicable].</p> <p>Annual interest rate [insert rate]</p>
37.	33.5 (d)	<p>Cost of spare parts.</p> <p>[Specify the applicable method-(i) (ii) or (iii)-and factors</p>

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38.	33.5(e)	Spare parts and after sales service facilities in Pakistan. <i>[Specify minimum service facilities and parts inventories or reference to the Technical Specifications.]</i>
39.	33.5(f)	Operating and maintenance costs. Factors for calculation of the life cycle cost: N/A
40.	33.5(g)	Performance and productivity of equipment. <i>[Specify the applicable procedure and the adjustment factor (in the currency used for Bid evaluation, as applicable), N/A.]</i>
41.	33.5(h)	Specific additional criteria to be in the evaluation and their evaluation method or reference to the Technical Specifications. [N/A]
42.	33.6	In case of 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 [N/A]



43.	34.1	<p>a) Domestic preference to apply.</p> <p>or</p> <p>Domestic preference not applicable. <i>[Delete the non-applicable option.]</i></p> <p>Preference to domestic or national suppliers or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.</p>
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F. Award of Contract

44.	40.1	Percentage for quantity increase or decrease is <i>[insert percentage]</i> .
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45.	43.1	The Performance Security (or guarantee) shall be <i>[2 % percent of the Contract Price]</i>
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43.2 The Performance Security (or guarantee) shall be in the form of: *pay order/ bank draft in favour of PTA*. The already submitted bid security will be returned on deposit of the required Performance Guarantee at the time of signing the contract. The performance guarantee will be released after successful expiry of the warranty period.

46.	44.1	The Advance Payment shall be limited to <i>[N/A]</i> .
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47.	44.2	Maximum amount of Advance payment shall be <i>[N/A]</i>
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48.	45.1	Arbitrator shall be appointed by mutual consent of the both parties.
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G. Review of Procurement Decisions



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49. 49.1 The address of the Procuring Agency (*Director General (CPD), Head of Grievances Redressal Committee, PTA H/Q building F-5/1, Islamabad*)

		The Address of PPRA to submit a copy of complaints: Director General (M&E), Public Procurement Regulatory Authority 1 st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254 E-mail: engineerzubair@yahoo.com
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Section IV. Eligible Countries

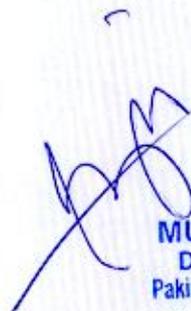
All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

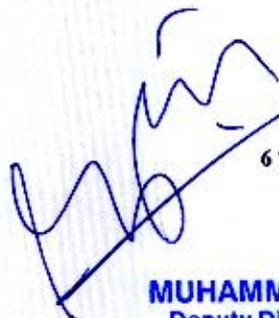
1. India
2. Israel

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

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>



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Financial Bid Form
Procurement of 18 x Tyres

Sr. #	Description of items	Qty	Unit Rate (Rs.)	GST (Rs.)	Unit Amount Including GST (Rs.)	Total Amount Including GST (Rs.)
1	2x Hino Buses Model 2018 12 x Tyres with Tubes and Flappers Size 10.00 R-20	12				
2	Hino Coaster Model 2020: 6 x Tyres with Tubes and Flappers Size 7-50-16	06				
	GRAND TOTAL					



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Special Conditions of Contract (SCC)

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

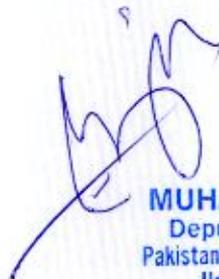
SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: <i>[Name and address]</i>
2.	1.1©	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: <i>[write the name of title or project]</i>
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be:
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is
Performance Security (GCC 10)		
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <i>[below the ten (10) percent of the Contract Price]</i>
8.	10.4	After delivery and acceptance of the Goods, _____ percent of the Performance Security shall be withheld to cover the Supplier's warranty obligations in accordance with GCC Clause 18.2.
Inspections and Tests (GCC 11)		



9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Agency in order to ensure that the goods are manufactured in compliance with the contract.</p>
Packing (GCC Clause 12)		
10.	12.2	<p>The following SCC shall supplement GCC Clause 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the PA in the Technical Specification.</p>
Delivery and Documents (GCC Clause 13)		
11.	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Procuring Agency and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Agency, with a copy to the Insurance Company:</p> <p>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading;</p> <p>(iii.) One original plus four copies of the packing list identifying contents of each package;</p> <p>(iv.) Insurance Certificate;</p>


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		<p>(v.) Manufacturer's or Supplier's warranty certificate;</p> <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Procuring Agency at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
12.	13.3	<p>For Goods from within Pakistan:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) certificate of country of origin issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.</p> <p>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.</p>
Insurance (GCC Clause 14)		



13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
Incidental Services (GCC Clause 16)		
14.	16.1	Incidental services to be provided are: <i>[Selected services covered under GCC Clause 16 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
Spare Parts (GCC Clause 17)		
15.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
Warranty (GCC Clause 18)		
16.	18.2	GCC Clause 17.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. 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: 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 SCC 4,


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		or 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 per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is:
Payment (GCC Clause 19)		
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (</p> <p>Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency.</p> <p>On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.</p> <p>On Acceptance:percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Agency.</p> <p>Payment of local currency portion shall be made in :[insert the currency] within thirty (30) days of presentation of claim</p>


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		supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.
		<p>Payment for Goods and Services supplied from within Pakistan:</p> <p>Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows:</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency.</p> <p>(ii) On Delivery: percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 11.</p> <p>(iii) On Acceptance: The remaining percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Agency.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be <i>[insert: rate]</i> .
		Prices (GCC 20)
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i>
		Liquidated Damages (GCC Clause 26)


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21.	25.1	<p>Applicable rate: <i>[insert rate]</i></p> <p>Maximum deduction: is equal to the performance security.</p> <p><i>Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.</i></p>
<p>Procedure for Dispute Resolution (GCC Clause 32)</p>		
23.	32.3	<p>Dispute Resolution</p> <p>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) For Contracts to be entered with nationals of Pakistan:</p> <p>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 7 (seven) days following a notice sent by one Party to the other Party in this regard.</p> <p>At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p>



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		<p>At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>[Insert name of the city]</i> and proceedings will be conducted in <i>[Specify language]</i> language.</p> <p>The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>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.</p>
	Notices (GCC Clause 35)	
26.	35.1	Procuring Agency's address for notice purposes: Supplier's address for notice purposes:



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**SECTION IX: CONTRACT
FORMS**

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Form of Contract

THIS AGREEMENT made the ____ day of _____ 20 ____ between [name and address of Procuring Agency] of Pakistan (hereinafter called "the Procuring Agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, 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:-
 - (c) This form of agreement;
 - (d) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (e) the Schedule of Requirements;
 - (f) the Technical Specifications;
 - (g) the Special Conditions of Contract;
 - (h) the General Conditions of the Contract;
 - (i) the Procuring Agency's Letter of Acceptance; and
 - (j) [add here: any other documents]
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 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 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 Agreement to be executed in

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accordance with their respective laws the day and year first above written.
Signed, sealed, delivered by _____ the _____ (for the
Procuring Agency)

Witness to the signatures of the Procuring Agency:

Signed, sealed, delivered by _____ the _____ (for the
Procuring Agency)

Witness to the signatures of the Supplier:.....



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Performance Security (or guarantee) Form

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:

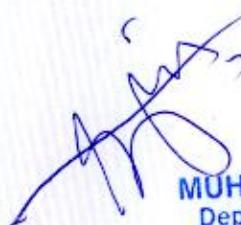
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil 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]

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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.



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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 times 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]



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