

Bid Document

Tender No. ZTBL-27-2024

[Hiring of PBA Approved Valuer firm for Valuation of ZTBL owned Buildings/Plots across Pakistan]



ZARAI TARAQIATI BANK LIMITED

(ZTBL)

October 2024

PREFACE

This Bidding Document for Hiring of PBA Approved Valuer for Valuation of ZTBL owned Buildings/Plots across Pakistan is prepared by the Zarai Taraqiati Bank Limited (ZTBL), Islamabad and is based on the Standard Bidding Document for the Procurement of Goods issued by the Public Procurement Regulatory Authority (PPRA). For any missing information in this document, PPRA standard bid document for Procurement of Goods and Services shall be considered for guidance.

Zarai Taraqati Bank Limited (ZTBL), formerly known as Agricultural Development Bank of Pakistan (ADBP), is the premier financial institution geared towards the development of agriculture sector through provision of financial services and technical knowhow. ZTBL is a key RFI of Pakistan providing affordable agriculture financial/non-financial services to the rural Pakistan.

ZTBL having the network of 501 branches and 31 Zonal Offices is the only specialized financial institution for agriculture sector in Pakistan, catering to the credit needs of farmers for the production, development purposes and modernization of agriculture through field force of Mobile Credit Officers (MCO) at doorstep of the farmers.

The main purpose of the Bank is to provide sustainable rural finance and services particularly to small farmers and low-income households to strengthen the rural and agriculture sector, mitigate poverty, capital market and investment activities and other banking business. ZTBL aims to be involved in improving the rural and agriculture sector and is determined to enter into other commercial activities. The Bank is committed to bring unbanked segments of population especially in rural area, particularly poor and marginalized groups through the continuum of sound financial access. The bank serves around half a million clients annually and has over one million accumulated account holders.

Corporate Vision

Dedicated to serve the needs of the farming community, by delivering financial products and technical services on a competitive and sustainable basis, in a convenient, efficient and professional manner, leading to success of the Bank and the farmers.

Corporate Mission

To play effective role in the promotion of economic growth, by enhancing the availability of credit to the agriculture sector, through reliable access to sustainable financing, special lending programs, technical assistance, and other products & services, and to promote career development opportunities for increasing professionalism and technical proficiencies of employees.

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers and employees disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this bid document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers & employees. The Bank and its officers, and employees disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be in the Bid Document.

The execution of the Project is subject to issuance of Purchase order by the Bank after completion of codal and regulatory requirements including signing of contract. The Bank or any employee of the Bank holds no responsibility for the cost(s) incurred by the bidder on preparation of proposal, submission of earnest money, retention of earnest money by the Bank or any other costs involved in bid submission by the bidder.

Bidding Documents for Hiring of PBA Approved Valuer firm for Valuation of ZTBL owned Buildings/Plots across Pakistan.

PART-A – BIDDING PROCEDURE & REQUIREMENTS

Section I - Invitation to Bids

Section II- Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is provided for the submission, opening, and evaluation of Bids and for the award of Contract.

Section III- Bid Data Sheet (BDS)

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Bidders. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

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 and ancillary services to be procured and schedule of requirements.

Section VI - Standard Forms

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

Section VIII - Special Conditions of Contract (SCC)

This Section consists of Contract Specific general and special conditions. The procuring agency may customize the general conditions of the contract section, in accordance with the requirements.

Section IX - Contract Forms

This Section contains forms which, once completed, will become part of the Contract. The forms for **Performance Security** will be submitted by the successful bidder to whom Letter of Acceptance is issued, before the award of contract.

Integrity Pact

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

PART-A
BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

ZARAI TARAQIATI BANK LIMITED

Tender No. ZTBL-27-2024

For

[Hiring of PBA Approved Valuer firm for Valuation of ZTBL owned Buildings/Plots across Pakistan]

Invitation to Bids

Date: 10.10.2024

1. This Invitation to Bids follows the Procurement Notice (PN) for the subject Procurement that appeared in newspaper and on ZTBL & PPRA websites.
2. The Procuring Agency has reserved the funds for the procurement planned during the financial year 2024. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the Hiring of PBA Approved Valuer for Valuation of ZTBL owned Buildings/Plots across Pakistan.
3. The bidding shall be conducted in line with the [single stage One envelope bidding, 36a] procedure prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders registered in the EPADS.
4. All bids must be accompanied by a Bid Security in an acceptable form in the amount of [PKR 175,000]
5. The electronic bids prepared in accordance with the instructions prescribed in the electronic bidding documents must be submitted through EPADS on or before 30-10-2024 at 11:00AM. Electronic bids will be opened by using EPADS on the same day at 11:30AM. ***Pre-bid meeting shall be held on 21-10-2024 at 11:00 AM in IT-Conference Room, annex building, ZTBL head office, Islamabad.***

Haseeb Akhtar
Head, Procurement Department
Zarai Taraqiati Bank Limited
Head Office, Zero Point, Islamabad.
Landline #: 051-9252798

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SECTION II: INSTRUCTION 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 Hiring of PBA Approved Valuer for Valuation of ZTBL owned Buildings/Plots across Pakistan as specified in the BDS and Section V - SCOPE, TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENTS . The successful Bidders will be expected to supply the bags within the specified period and timeline(s) as stated in the BDS .
	1.2	Unless otherwise stated throughout this document definitions and interpretations shall be as prescribed in the General Conditions of the Contract (GCC).
2. Source of Funds	2.1	Source of funds is referred in Clause-2 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. If joint venture allowed in Bid Data Sheet (BDS) , joint venture, consortium, or association, shall be jointly and severally liable by all members 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.
	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	<p>A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ol style="list-style-type: none"> 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 consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goodss to be procured 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 f. influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or g. Submit more than one Bid in this Bidding process.
	3.8	<p>A Bidder may be ineligible if –</p> <ol style="list-style-type: none"> 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. f. The firm, supplier and 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 Good/ Goods and Related Services	4.1	For the purposes of these Bidding Documents, the Goods means all: a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called “the Goods” in some clauses of the ITB); and b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Goods to be provided by the selected Bidder and as specified in the Contract.
	4.2	All Goods made up of goods and 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 the supply and installation Goods. For purpose of this Bid, ineligible countries are stated in the section-4 titled as “Eligible Countries”.
	4.3	For purposes of this Clause, “origin” means the place where the goods and services making Goods are produced in or supplied from. An Goods is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial or major assembly or integration of components, a commercially recognized product result that is substantially different in basic characteristic or in purpose or utility from its component.
	4.4	The nationality of the supplier that supplies and install the Goods shall not determine the origin of the goods.
	4.5	To establish the eligibility of the Goods and Services making Air Conditioners, Bidders shall fill the country-of-origin declarations included in the Form of Bid.
	4.6	If so required in the BDS , the Bidder shall demonstrate that it has been duly authorized for the supply and installation of Air Conditioner’s in Pakistan.
	5. One Bid per Bidder	5.1
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.
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B. BIDDING DOCUMENTS

7. Contents of Bidding Documents	7.1	The Contents of the Bidding Documents listed below 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 .
	7.4	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 form 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.
	7.5	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, Pre-Bid Meeting and Site Visit	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in through EPADS as indicated in the BDS .
	8.2	ZTBL will within three (3) working days after receiving the request for clarification, respond through EPADS 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 .
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS, including a description of the inquiry, but without identifying its source.
	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.
	8.7	The Bidder may wish to visit and examine the site or sites of the ZTBL and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
	8.8	The Procuring Agency will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Agency adequate notice of a proposed visit of at least seven (07) days. Alternatively, the Procuring Agency may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 8.5. Failure of a Bidder to make a site visit will not be a cause for its disqualification
	8.9	No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.
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,

		<p>the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids:</p> <p>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.</p>
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C. PREPARATION OF BIDS

<p>10. Language of Bid</p>	<p>10.1</p>	<p>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 otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.</p>
<p>11. Documents Constituting the Bid</p>	<p>11.1</p>	<p>The Bid prepared by the Bidder shall constitute the following components: -</p> <ol style="list-style-type: none"> a. Form of Bid b. Details of the Sample(s) where applicable and requested in the BDS. c. 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". The local firms having valid NTN/STRN are required to submit copies/copy of NTN/STRN etc. d. In the case of a Bidder offering to supply and install <i>Air Conditioner's</i> under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Manufacturer or producer or distributor agent to supply the <i>Air Conditioner's</i> in Pakistan (where applicable and requested in the BDS). e. the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS. (As requested in bidder qualification criteria). f. 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. g. that the Bidder meets the qualification criteria (General & Technical) listed in the Bid Data Sheet. h. the Bidder shall furnish, as part of its Bid, all those documents (In English or translated in English language) establishing the eligibility in conformity to Technical compliance sheet and terms and conditions specified in the Bidding Documents for all goods and services which the Bidder proposes to deliver. The documentary evidence of conformity of the goods and services <i>Air Conditioner's</i> making to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

		<ul style="list-style-type: none"> a. a detailed description of the essential technical specifications and performance characteristics of the Goods; b. the bidder may provide 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. Data Sheets of the Goods and services d. Any other procurement specific documentation requirement if stated in the BDS. <p>Note: For purposes of the commentary to be furnished pursuant to 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.</p> <ul style="list-style-type: none"> a) Preliminary Project Plan (within timelines given by ZTBL) describing, among other things, the methods by which the Bidder will carry out its overall management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the Bidder’s assessment of what it expects the Procuring Agency and any other party involved in the implementation of the goods to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties; b) Bid security in accordance with ITB 18; c) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; d) Affidavit of nonblack listing e) Any other document required in the BDS.
12.		Covered in ITB 11
13.		Covered in ITB 11
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 Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents i.e Price Schedule.

	15.2	All items in the Schedule of requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, 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, if required by PA 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 Price schedule 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 & services manufactured within Pakistan 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 & services 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

		<ul style="list-style-type: none"> 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	<p>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: -</p> <ul style="list-style-type: none"> a) For Goods: - <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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	<p>Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 29.</p>
	15.9	<p>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.</p>
16. Bid Currencies	16.1	<p>Prices shall be quoted in the following currencies:</p> <ul style="list-style-type: none"> 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 US Dollar. <p>Note: The payment shall be made in PKR as per payment terms mentioned in schedule of payment.</p>
	16.2	<p>For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the BDS. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids</p>

		specified in the bidding documents, as notified by the State Bank of Pakistan/NBP on that day.
	16.3	The Currency of the Contract shall be Pakistani Rupee unless otherwise stated in the BDS.
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	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 and in the amount & currency specified in the BDS the format provided in Section VI (Standard Forms) . The soft copy of the bid security shall be submitted through EPADS and original bid security shall be submitted to PA before given deadlines.
	18.2	The Bid Security 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 and it shall be in the form specified in the BDS which shall be in any of the following: a) CDR/PO 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) 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 in accordance with ITB 18.1 or 18.3 shall be rejected by the Procuring Agency as non-responsive, pursuant to ITB 29 .
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible and on the written request of the bidder, 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: <ul style="list-style-type: none"> (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 Bidding 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 Bidding 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 42 , or furnishing the performance guarantee, pursuant to ITB 43 .
	18.9	The Bid Security may be forfeited: <ul style="list-style-type: none"> a) if a Bidder: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i) to sign the contract in accordance with ITB 42; or ii) to furnish performance security (or guarantee) in accordance with ITB 43.
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 and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the Bid Data Sheet (BDS). If so allowed, ITB 19.2 shall prevail.
	19.2	When alternative schedule for supply and installation 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 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, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending 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 withdrawn through EPADS.
21. Format and Signing of Bid	21.1	The Bidder shall prepare the bids in soft form for submission through PPRA EPADS system. Format of bid shall be same as acceptable by EPADS system.
	21.2	The Bid shall be typed or written in PDF format 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 Bid.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids	22.1	ZTBL shall use the bidding procure as defined in BDS. In case of Single Stage One Envelope Procedure , the Bidder shall submit the original Bid online through EPADS. Note: <i>Please follow PPRA rules and e-procurement regulations for online bid submission.</i>
	22.2	b) Deleted as per EPADS
	22.3	In case of Single Stage Two Envelope Procedure , The Bid shall comprise two proposal simultaneously, one called the Technical Proposal and the other Financial Proposal. Each Bidder shall submit his bid as under: a) Bidder shall submit TECHNICAL PROPOSAL and FINANCIAL PROPOSAL through PPRA (e-procurement) EPADS system. b) Please ensure to upload technical and Financial proposal in relevant part of e-procurement system otherwise wrong attachments will lead to rejection of bids.
	22.4	a) Deleted as per EDPADS
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	Late Bids are not allowed on EPADS as well as in rules.
25. Withdrawal, Substitution, and Modification of Bids	25.1	A Bidder may withdraw, substitute, or modify its bid after submission, as permissible on EPADS. All notices including submitted bid security release notice must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney).
	25.2	The Bidder modification, substitution or withdrawal notice shall be made through EPADS, no later than the deadline for submission of Bids.
	25.3	Bids may only be modified by withdrawal of the original Bids and submission of a replacement Bid in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Bids.
	25.4	Bidders may only offer discounts to or otherwise modify the prices of their Bids by substituting Bid modifications in accordance with this clause or included in the original bid submission.
	25.5	No Bid may be withdrawn, replaced or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Form of Bid. Withdrawal of a Bid during this interval shall result in the Bidders forfeiture of its Bid Security or execution of the Bid Securing Declaration.
	25.6	Revised bid (if allowed on EPADS) may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 25.

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids	26.1	The Procuring Agency will open all online submitted Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS . The Bidders' representatives present shall sign a register/attendance as proof of their attendance.
	26.2	Deleted as per EPADS
	26.3	Deleted as per EPADS
	26.4	Deleted as per EPADS
	26.5	Online submitted Bids through EPADS 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	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	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.
	26.8	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.
	26.9	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.
	26.10	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 .
	26.11	The Procuring Agency shall prepare record 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.
	26.12	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 uploaded on EPADS.
	26.13	A copy of the record of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	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, publically 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 of the Bidders, the Procuring Agency may, ask any Bidder for a clarification. 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 through EPADs 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 is in any 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 through EPADS or 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	<p>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: -</p> <ul style="list-style-type: none"> 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 c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	<p>The Procuring Agency will confirm that the documents and information specified under ITB 11 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.</p>
	29.4	<p>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.</p> <p>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 –</p> <ul style="list-style-type: none"> Submit the number of copies of signed bids required by the invitation; Furnish required information concerning the number of its employees; 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	<p>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.</p>

		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. (ZTBL has also attached annexure of technical compliance sheet for clear understanding of bidders)
	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; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. 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 (BDS). 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/NBP 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: <ul style="list-style-type: none"> a. in the case of goods/services 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/services 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 32: <ul style="list-style-type: none"> 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;

		<ul style="list-style-type: none"> 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 TBS and/or in the Technical Specifications.
	33.6	<p>For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS:</p> <p>(a) <i>Delivery schedule.</i></p> <ul style="list-style-type: none"> i) 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 charged LDC. <p>(b) <i>Deviation in payment schedule.</i></p> <ul style="list-style-type: none"> ii) The SCC stipulates the payment schedule offered by the Procuring Agency. If a Bid deviates from the schedule the bid will be treated as non-responsive after clarification of bid. <p>(c) <i>Cost of spare parts (if required in technical requirement section)</i></p> <ul style="list-style-type: none"> 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. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> 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. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> 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 Agencies in similar situations. Such costs shall be added to the Bid price for evaluation. <p>(d) <i>Operating and maintenance costs</i></p> <p>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</p>

		<p>accordance with the criteria specified in the BDS or in the Technical Specifications.</p> <p>(e) <i>Specific additional criteria.</i></p> <p>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.</p>
	33.7	<p>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.</p>
34. Domestic Preference	34.1	<p>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.</p>
35. Determination of Most Advantageous Bid	35.1	<p>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 and declared technically compliant bidders shall be the Most Advantageous Bid.</p>
6. Abnormally Low Financial Proposal	36.1	<p>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:</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(d) The Procuring Agency shall not incur any liability solely by rejecting abnormal Bid; and</p> <p>(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.</p> <p>Guidance for Procuring Agency: In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:</p> <p>(i) Comparing the bid price with the cost estimate;</p>

		<p>(ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and</p> <p>(iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.</p>
	36.2	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.
	36.3	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.
	36.4	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.
	36.5	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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> a. a minor alteration to the technical details of the statement of requirements;

		<ul style="list-style-type: none"> b. reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Bidding 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 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 guarantee pursuant to ITB 43 , the Procuring Agency will promptly notify each unsuccessful Bidder (on request), 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. The same draft is also attached with bidding document.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions 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.
	42.4	After signing of contract, ZTBL shall formally issue purchase order(s) for formal execution of project within 30 days (subject to requirements).
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 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 Guarantee is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in following manners: a. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or 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. Detail is mentioned in BDS.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the BDS/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 to engage in any corrupt and fraudulent practices.

G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

47. Constitution of Grievance Redressal	47.1	ZTBL has constituted a Grievance Redressal Committee (GRC) to address the grievance of bidders (if any)
48. GRC Procedure	48.1	Any party can file its written complaint through EPADS 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 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.
	48.4	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.5	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.

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: <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. 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 debaring 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		
3	1.1	Name of Procuring Agency: ZARAI TARAQIATI BANK LIMITED (ZTBL) The Description (as specified in ITB) of the System is: [Hiring of PBA Approved Valuer firm for Valuation of ZTBL owned Buildings/Plots across Pakistan] Name and identification number of the Contract: Tender No. ZTBL-27-2024 Period for delivery: <i>[as per SECTION V of the bid document]</i> Commencement date for delivery: <u>Date of Purchase Order</u>
4	2.1 & 2.2	Financial year for the operations of the Procuring Agency: FY 2024
5	3.1	Joint Venture is applicable.
6	4.6	Demonstration of authorization by manufacturer or authorization of manufacturer distributor is required (as requested in bidders qualification criteria).

B. Bidding Documents

7	7.2	The number of documents to be completed and submitted is one original through EPADS
8	8.1	All clarification shall be made through PPRA EPADS System The authorized contact persons are as following; Primary Contact Address Haseeb Akhtar Procurement Department, General Services Division, Zarai Taraqati Bank Limited Head Office, Islamabad Email: Haseeb.akhtar@ztbl.com.pk Phone No. 051-9252798 Alternate contact address: Head, Building & Works Department Zarai Taraqati Bank Limited Head Office, Islamabad

		Email: sohail.115964@ztbl.com.pk Phone No. 051-2002416 All communications are required to be sent to both primary and alternate contact addresses (E-Mail is mandatory for a response-required query).
	8.5	Pre-bid meeting: The pre-bid meeting will be held on dated 21.10.2024 at 11:00am in IT-Conference Room, Annex building, ZTBL Head Office Islamabad. Bidders can also submit request for any clarifications through email.

C. Preparation of Bids

9	10.1	The Language of all correspondences and documents related to the Bid is: English
10	11.1(d)	Demonstration of authorization by manufacturer or authorization of manufacturer distributor is required (as requested in bidders qualification criteria).
12	11.1 (e)	If requested, in bidder qualification criteria in annexure.
13	11.1 (g)	ANNEXURE Z-A ANNEXURE Z-B
14	11.1 (h/d)	In addition to the documents stated in ITB 11, the following documents must be included with the Bid. <ul style="list-style-type: none"> ● ANNEXURE Z-A ● ANNEXURE Z-B
15	15.6	The cost of product, inland transportation, insurance, incidental or allied services (if required) All hidden local costs etc. shall be integral part of quoted price.
16	15.7	The price shall be Delivered duty paid (DDP)
17	16.1 (a)	<ul style="list-style-type: none"> ● For Goods originating in Pakistan the currency of the Bid shall be <i>Pakistani Rupees</i>
18	16.3	The currency of contract shall be as per quoted currency in financial proposal submitted by successful bidder. However, the payments shall be in PKR as per payment schedule.
19	17.1	The Bid Validity period shall be 120 days .
20	18.1	The amount of Bid Security shall be 105,000/- PKR . The currency of the Bid Security shall be Pak Rupees. Bid Securing Declaration is not applicable. The bidder is required to upload copy of bid security on EPAD System and the original bid security must be delivered to ZTBL before closing date of submission of bid.
21	18.3	The Bid Security shall be in the form of: CDR/PO/banker Cheque
22	18.3 (b)	Only Bid Security in shape of CDR/PO/banker cheque is required. Other forms of security are not acceptable
23	19.1, 19.3	Alternative Bids are not be permitted
24	21.1	The bidder is required to submit the bid online through PPRA EPAD System

25	21.2	The authorization shall consist of a written confirmation on firm letterhead duly signed & stamped shall be attached to the Bid document.
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D. Submission of Bids

26	22.1	Open Competitive Bidding. Single stage - One envelope bidding procedure as defined in PPRA Rule 2004, Clause 36 (a) shall be used for this procurement.
27	22.2 (a)	Bid shall be submitted online through EPAD System. No bids shall be submitted physically.
28	22.2 (b)	Title of the subject Procurement or Project name: [Hiring of PBA Approved Valuer for Valuation of ZTBL owned Buildings/Plots across Pakistan] ITB title and No: (Tender No. ZTBL-27-2024)]
29	23.1	The deadline for Bid submission through EPADS is Day: [Wednesday] Date :[30-10-2024] Time: [11:00AM]

E. Opening and Evaluation of Bids

30	26.1	The Bid opening shall take place at: IT-Conference Room, Annex building, ZTBL Head Office Islamabad. Zarai Taraqati Bank Limited Head Office, Islamabad. 051-2002333 Day: [Wednesday] Date: [30-10-2024] Time: [11:30 AM]
31	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>[Pak Rupees]</i>
32	33.2	Evaluation Techniques Least Cost Based Selection (LCBS) After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
33	33.5 (a)	ZTBL shall evaluate the compliant bids on the basis of bid price quoted by bidders. The Bid price shall be Delivered duty paid (DDP).

34	33.5 (b)	The financial bids will be evaluated basis on the Bid Security, price schedule provided by ZTBL in annexures, Delivery schedule & Payment Schedule. <i>as per SECTION V of the bid document</i>
35	33.5 (c)	Deviation in payment schedule is not acceptable. In case of any conflict, the payments terms of PA shall prevail.
36	33.5 (d)	Cost of spare parts: Not Applicable in this case
37	33.5 (e)	Spare parts are Not Applicable in this case
38	33.5 (f)	Operating and maintenance costs: Standard One year warranty
39	33.6(c)	Spare parts and after sales service facilities in Pakistan. Not Applicable in this case however Standard One year warranty is applicable
40	33.6(d)	Operating and maintenance costs: Standard One year warranty
41	33.6 (e)	Criteria of evaluation is given in ANNEXURE Z-A & ANNEXURE Z-B & ITB-11
42	33.7	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated bidder will be based lowest bidder in each lot. However Separate lots are not applicable in this project
43	34.1	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.

F. Award of Contract

44	40.1	Percentage for quantity increase or decrease is [15%].
45	43.1	The Performance Security shall be 10% of the Contract/bid Price. <i>The successful bidder shall furnish the performance guarantee within 07 days of acceptance of Bid. The procuring agency reserves the right to extend the timelines for submission of contract/performance guarantee at his sole discretion.</i>
46	43.2	The Performance Security shall be in the shape of Pay order to be submitted by the successful bidder in the name of ZTBL.
47	44.1	No Advance Payment shall be made.
48	45.1	Arbitrator shall be appointed by ZTBL.

G. Review of Procurement Decisions

49	48.1	The address of the Procuring Agency; Convener Bidders Grievance Redressal committee Zarai Taraqati Bank Limited Head Office, 1 Faisal Avenue Zero point Islamabad
	48.6	The Address of PPRA to submit a copy of grievance: Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1 st 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

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>

SECTION V: SCOPE OF PROJECT, MANDATORY DOCUMENTS, FINANCIAL PROPOSAL AND SCHEDULE OF REQUIREMENTS

Scope of Project

ZTBL intends to Hire services of Pakistan Banking Association Approved Valuer “Any Amount” for Valuation of Zarai Taraqiati Bank Limited Owned Buildings/Plots in Different Cities of Pakistan.

The project involves the following key activities:

TERMS OF REFERENCE	
1.	Time period for completion of assignment is 120 days.
2.	CVs of Professionals to be engaged during assignment.
3.	Methodology to be adopted explaining the different basis that the valuer will consider for the revaluation.
4.	To submit schedule for visit of sites.
5.	To check area of Land as per physical measurements and as per land documents.
6.	To check year of acquisition and detail of previous owner.
7.	To check the status of lands i.e. Free hold or lease hold.
8.	To check Value of Land as per Current Market Rate, Forced Sale Value DC rate.
9.	Details of available infrastructure facilities i.e. Road network, Natural Gas, Sewerage, Water Supply, Electricity, Telephone in the vicinity.
10	Details of important Government or Semi Government Buildings / Plots near or adjacent with the Building/Plot.
11	Required computerized Location Plan / Key Plan of each property in accordance with actual physical measurements along with the surrounding details/features.
12	Minimum (06) visible colored photographs of appropriate size from different views of each property is required in the report.
13	To submit initially 01-set of Draft report of Province wise properties for review.

14	After finalization of report, 01-original and 02-copies of Sets in hard form and same in soft form i.e. MS word/excel and PDF format are required. Identification of location on commercial and residential area.
15	The Firms will provide interim desktop valuation report of the Bank's Properties for the 2 nd & 3 rd year of the Contract. The Contract validity will be for 03 years. <i>“Interim Desktop Valuation” is an Interim Brief Review of Full-scope Valuation, so that any significant change in the factors, on which the Full-scope Valuation was based, is accounted for. It can be done using information that is publically available online, as well as using existing data the surveyor may have about the area in their records.</i>

MANDATORY DOCUMENTS

Same as given in Annexure Z-A

Bidder Qualification Criteria Form

	Documents	Compliance Yes/No
1.	Proof Of Valid Registration With Pakistan Bank Association (PBA) “Any Amount” (Mandatory).	
2.	The firm must be enlisted with at least 02 Banks under the category of “Any Amount valuation firm”.	
3.	Copies of Sales Tax Certificate, NTN Certificate and proof of Active Tax Payer. (Mandatory).	
4.	Undertaking / Affidavit as "No / Never De-listed / Blacklisted/under litigation from any Bank, Financial Institution, DFI's, Government and Semi Government Departments". (Mandatory).	
5.	The Earnest Money / Bid Security of Rs. 175,000/- (fixed amount) (Mandatory).	

- All bidders are requested to read the evaluation criteria and arrange the documents in order as mentioned above.
- Technical evaluation will be done according to the above Criteria.
- Financial evaluation will be done only for those firms who fulfill above criteria at Annex-ZA.

- ZTBL has right to take any strict action as per PPRA rules if found that bidder has submitted false or fake documents during the evaluation or after the award of the contract.

By signing this form, we hereby declare that all information provided above are correct by the best of our knowledge.

We accept all terms and conditions of bidding document and the Procurement Contract as specified in the bidding document and the advertisement.

Signatures of Authorized Person

Name_____

Designation_____

Vendor Name_____

Note: Please submit original bid security and affidavits required in bid document to ZTBL procurement department before bid submission timelines.

Delivery Schedule:

- I. The firm shall deliver the report **within 120 days from the date of purchase order.**
- II. Sales Tax Registration Number must be mentioned on Sales Tax Invoice.
- III. At the time of delivery of reports, firm shall take acknowledgement of receipt of reports on Delivery Challan/ Delivery Note by the concerned designated officer and provide original document, duly signed & stamped by the ZTBL designated person, along with the invoice.
- IV. In case supplier fails to timely deliver reports/services, a penalty equivalent to 0.5% per week of the value of delayed goods may be deducted from the Performance Security submitted by the supplier.

Payment Schedule:

- The total payment will be made after successful completion of full evaluation of all ZTBL building and plots and No interim payment will be made before 100% completion up to entire satisfaction of ZTBL.
- Payment shall be made after deducting penalties (if applicable).
- ZTBL shall issue payment in Pak Rupee.
- Payment shall be made to the supplier against submission of delivery documents i.e. Delivery Challan, Sales Tax Invoice.
- ZTBL reserve the right to partially release the payment by recording reasons of such partial payment.

**SECTION VI STANDARD FORMS FOR
(Single Stage One Envelope Procedure)**

Table of Forms

Letter of Bid - Financial Proposal

Bidder Information Form

Price Schedule:

Form of Bid Security (Bid Bond)

Letter of Acceptance (Format)

Letter of Bid - Financial Proposal

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

The Bidder must prepare the Letter of Bid - Financial Proposal on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

No.: *[insert number of bidding process]*

Name of Project.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 23.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item
- (c) below is:

In case of only one lot, the total price of the Bid is [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (c) **Discounts:** The discounts 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];*
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder:**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **
[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form (including experience)

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

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

No.: *[insert number of Bidding process]*

Page _____ of pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorizd Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Details of Contracts of Similar Nature and Complexity

(Use a separate sheet for each contract.)

1.	Name & Number of contract
2.	Name of Procuring Agency
3.	Procuring Agency address
4.	Contract role (check one) •Prime Supplier • Management Contractor • Subcontractor • Partner in a Joint Venture • any other
5.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)
6.	Equivalent amount PKR Total contract: ____; Subcontract: _____; Partner share: _____;
7.	Date of award/completion
8.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).
09.	Special contractual/technical requirements (scope)

Price Schedule Form

(Should be placed in Financial Proposal)

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 14 and 15.

The Bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a Bidder's overall total bid price substantially, make the bid noncompetitive, or subject the Bidder to possible loss. The Procuring Agency will correct any arithmetic error.

- Bidders need to provide the pricing in strict compliance with the below format. Anything quoted financially outside the below template will not be considered and may result in disqualification of the bidder for evaluation process.

Particular	Price (without taxes)	Rate of taxes	Total Price inclusive of taxes
Lump sum price (as per scope of works)	PKR		
Amount in Words			

Note: Bidders are required to accurately quote the price and applicable taxes. In case of error ZTBL reserves the right for correction of error at its sole discretion.

Name of Bidder:	
Authorized Signature of Bidder:	

Form of Bid Security

{to be filled on company letterhead and place in technical proposal}

Beneficiary: *[Procuring Agency to insert its name and address]*

Tender No.: *[Insert Tender No]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date]*

CDR No.: *[Insert guarantee reference number]*

We have submitted the bid against in accordance to terms and conditions of this bid document. We bind ourselves, our successors and assigns, jointly and severally, firmly and undertake that ZTBL reserves the right to en-cash/forfeit the bid security if bidder;

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

The bid security shall remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided/requested by the Procuring agency.

[Signature(s)]

Letter of Acceptance (Format)

[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 *[insert the name of the Appointing Authority]*, to be the Appointing Authority, to appoint the Arbitrator in case of any arisen disputes.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (07 to 10) working days.

You are hereby required to furnish the Performance Guarantee/Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (07 to 10) 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

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

GENERAL CONDITIONS OF THE 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 conditions

				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)	“GCC” means the General Conditions of Contract contained in this section.
			n)	“Intended Delivery Date” is the date on which it is intended that the Supplier shall effect 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

			<p>different in basic characteristics or in purpose or utility from its components.</p> <p>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.</p> <p>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.</p> <p>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.</p>
		x)	The Supplier's Bid is the completed Bid document submitted by the Supplier to the Procuring Agency.
2.	Application and interpretation		<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>

		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:
3.	Conditions Precedent		<ul style="list-style-type: none"> (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) Contractor's Bid, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
			3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - <ul style="list-style-type: none"> 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 him, but subject to such conditions as he shall impose in respect of such waiver) he 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		
6.	Country of Origin		
			5.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC .
			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.

9.	Patent and Copy Rights			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.
				9.1 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.
10.	Performance Security (or Guarantee)			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.
				10.1 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 of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
			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 10** 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.
13.	Delivery and Documents	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.
			13.1 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.	Transportati on			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.
16.	Related Services			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.
				16.1 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
		16.2	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.
				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:
			i)	advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
			ii)	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

19.	Payment	19.1	<p>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.</p> <p>The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p>

		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.
20.	Prices	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
		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;

				a) The method of shipment or packing;
				b) The place of delivery; and/or
				c) 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.
22.	Contract Amendments			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.
				22.1 Subject to GCC Clause 20 , 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.
			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.

			<p>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.</p>
<p>28.</p>	<p>Termination for Force Majeure</p>		<p>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.</p> <p>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</p>

		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 for Convenience		30.1 The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the 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: <ul style="list-style-type: none"> 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.
32.	Procedure for Disputes Resolution			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.
				32.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
33.	Replacement of Arbitrator			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.
34.	Limitation of Liability			32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
				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.
				34.1 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 THE
CONTRACT (SCC)**

Special Conditions of Contract (SCC)

(The SCC shall be mutually finalized at the time of signing of contract as per industry)

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: [ZTBL through its Head GSD]
2.	1.1(j)	The Supplier is: [Name and address]
3.	1.1(q)	The title of the subject procurement or The Project is: [Hiring of PBA Approved Valuer for Valuation of ZTBL owned Buildings/Plots across Pakistan]
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of the Pakistan
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is Pakistan
		Performance Security (or guarantee) (GCC 10)
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>10% or mentioned in bid document</i>
8.	10.4	After delivery and acceptance of the Goods, <i>10% or mentioned in bid document</i> percent of the Performance Security (or guarantee) 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	Inspection and tests prior to shipment of Goods and at final

		<p>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> <p>Commissioning Report provided at Annexure Z-C for testing and inspection of the each Generator unit. Commissioning Report shall be signed by the Inspection Supervisor and Branch Manager, after installation of the unit. The Warranty period shall start from the date of commissioning of the unit at the designated location.</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 Procuring Agency in the Technical Specification.</p>
	Delivery and Documents (GCC Clause 13)	
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> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (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>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)
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13.	14.1	The Insurance (if required by bidder) 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.
	Related Services (GCC Clause 16)	
14.	16.1	Related services to be provided are: <i>[Selected services covered under GCC Clause 16]</i>
	Spare Parts (GCC Clause 17)	
15.	17.1	Additional spare parts requirements are: N/A
	Warranty (GCC Clause 18)	
16.	18.2	GCC Clause 17.2 – In partial modification of the provisions, the warranty period shall be <u>30 days</u> from date of acceptance of the Goods or 30 days 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: (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 SCC 4, 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 0.5 percent per week of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.

17. 18.4 & The period for correction of defects in the
18 warranty period is:
10 days

Payment (GCC Clause 19)

18. 19.1 The method and made to the
conditions of payment to be Supplier under this
Contract shall be as
follows:

**Payment for Goods
supplied from abroad:**

Payment of foreign currency portion shall be made in (

(i) **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 acceptable to Document s or another form the Procuring Agency.

(ii) **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**.

(iii) **On Acceptance:** percent of the Contract Price of Goods thirty (30) received shall be paid within

		<p>days of submission of receipt of the Goods upon</p> <p>claim supported by the acceptance certificate issued by the Procuring Agency.</p> <p>Payment of local currency portion shall be made in :<i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods</p>

		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: No advance payment is applicable</p> <p>(ii) On Delivery: 70 % percent of the Contract Price shall be paid on receipt & acceptance of the Goods and upon submission of the documents specified in GCC Clause 11. 30 % payment will be made after receiving satisfactory report from concerned branches.</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)	
21.	25.1	Applicable rate: <i>[insert rate]</i>
		<p>Maximum deduction: is equal to the performance security.</p> <p>Note: 0.5 percent per week of undelivered materials/good's value.</p>
	Procedure for Dispute Resolution (GCC Clause 32)	

23.	32.3	<p>Dispute Resolution</p> <p><u>(a) For Contracts to be entered with foreign Contractor/ Service Provider:</u></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><u>(b) For Contracts to be entered with nationals of Pakistan:</u></p> <ol style="list-style-type: none"> 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 7 (seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. 3. At the event of failure of mediation to resolve the
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		<p>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 ZTBL. The Arbitration shall take place in [Islamabad] and proceedings will be conducted in - [<i>English</i>] language.</p> <p>4. 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>5. 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>6. 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	<p>– Procuring Agency's address for notice purposes:</p> <p>– Supplier's address for notice purposes:</p>

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”) 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 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”).

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 Special Conditions of Contract;
 - (f) the General Conditions of the Contract;
 - (g) the Procuring Agency’s Letter of Acceptance; and
 - (h) All Annexure of Bid document. [To be filled at the of signing.]
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.

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:

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]

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 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]

MANDATORY DOCUMENTS
Bidder Qualification Criteria Form

	Documents	Compliance Yes/No
1.	Proof Of Valid Registration With Pakistan Bank Association (PBA) " Any Amount " (Mandatory) .	
2.	The firm must be enlisted with at least 02 Banks under the category of "Any Amount valuation firm".	
3.	Copies of Sales Tax Certificate, NTN Certificate and proof of Active Tax Payer. (Mandatory) .	
4.	Undertaking / Affidavit as "No / Never De-listed / Blacklisted/under litigation from any Bank, Financial Institution, DFI's, Government and Semi Government Departments". (Mandatory) .	
5.	The Earnest Money / Bid Security of Rs. 175,000/- (fixed amount) (Mandatory) .	

- All bidders are requested to read the evaluation criteria and arrange the documents in order as mentioned above.
- Technical evaluation will be done according to the above Criteria.
- Financial evaluation will be done only for those firms who fulfill above criteria at Annex-ZA.
- ZTBL has right to take any strict action as per PPRA rules if found that bidder has submitted false or fake documents during the evaluation or after the award of the contract.

By signing this form, we hereby declare that all information provided above are correct by the best of our knowledge.

We accept all terms and conditions of bidding document and the Procurement Contract as specified in the bidding document and the advertisement.

Signatures of Authorized Person

Name _____

Designation _____

Vendor Name _____

Note: Please submit original bid security and affidavits required in bid document to ZTBL procurement department before bid submission timelines.

Annexure Z-B

LIST OF ZTBL Buildings

S.No	Location
1	ZTBL Head Office, Islamabad
2	ZTBL Farm Islamabad.
3	ZTBL Building, Karachi
4	ZTBL Building, Sukkur
5	ZTBL Building, Hyderabad
6	ZTBL Building Sibbi (DM Jamali Zone)
7	ZTBL Building Gadap
8	ZTBL Building, Quetta
9	ZTBL Residential Colony Islamabad
10	ZTBL Building, D.I.Khan
11	ZTBL Building, D.G.Khan
12	ZTBL Building DM Jamali
13	ZTBL Building, Faisalabad
14	ZTBL Building, Gujranwala
15	ZTBL Building Khairpur Mirs (Old)
16	ZTBL Building Khairpur (New)
17	ZTBL Building, Larkana
18	ZTBL Building, Multan
19	ZTBL Building, Mirpur Khas
20	ZTBL Building, Muzaffarabad
21	ZTBL Building, Peshawar
22	ZTBL Building Khuzdar (Quetta Zone)
23	ZTBL Building, Sargodha
24	ZTBL Building, Okara
25	ZTBL, Building, Vehari
26	ZTBL, Building, Abbottabad
27	ZTBL Building, Sahiwal
28	ZTBL Building, Lahore
29	ZTBL Building Murree (Islamabad Zone)
30	ZTBL Building Jhelum (Islamabad Zone)
31	ZTBL Buidling Swat
32	ZTBL Building Pishin
33	ZTBL Building, Shahdad Kot (Larkana Zone)

LIST OF VACANT PLOTS

Sr. No.	Location of Plots
1	Distt. Gawadar.
2	Layyah.
3	Layyah.
4	Kohat.
5	Main Quetta Road, Distt. Loralai.
6	Distt. Mianwali.
7	Distt. Thatta.
8	District Jhang.
9	Rahim Yar Khan.
10	Bahawalnagar.
11	Distt. Mandi Baha ud Din.
12	District Badin.
13	Lahore.
14	Civil Hospital Road, Badin.
15	Bannu-Lakki Marwat Road, District H.Q. Complex, Lakki Marwat.
16	Chak no. 83/M, Jalalpur Pirwala, Multan.
17	Dunyapur

*****End of Document*****