

Tender Registration No. PUT/T-Reg/2023-24/ dated: _____

Issued to: _____



Punjab University of Technology Rasul

BIDDING DOCUMENTS FOR National Competitive Bidding

Procurement of Equipments for Thermodynamics Lab

Bid Reference No:	PUT/PMU/2023-24/11
Package No.11 Package Name:	Equipments for Thermodynamics Lab
Procurement Procedure & Method	Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)
Last Date & Time of Receipt of Bids	As per Advertisement
Bid Opening Date & Time:	As per Advertisement

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Section-I: INVITATION TO BIDS

TENDER NOTICE

Punjab University of Technology Rasul invites sealed bids/proposals from well-reputed and financially sound firms/suppliers having sufficient relevant experience as per bid documents, registered with Income Tax and Sales Tax Departments as per PPRA rules for purchase of goods for the ADP Scheme titled “Provision of Infrastructural Academic and Operational facilities to the Punjab University of Technology Rasul M.B.Din” in lots/packages given below to be delivered and equipments installed (if any) in concerned Lab(s), at PUT Rasul on DDP (Duty Delivered Paid) basis more specifically described in Technical Specifications.

Tender No.	Description of Packages	Estimated Cost/ Bid Security (Rs.)	Mode of Procurement	Closing Date & Time and opening time	Bid rates Validity & Delivery Period
PUT/PMU/2023-24/11	Package/ lot No. 11 Equipments for Thermodynamics Lab	16,593,000/ 331,900	single stage two envelope procedure on cumulative cost basis	25.09.2023 11:00AM 11:30AM	120 days 100 days

Interested eligible bidders can obtain bid documents in English language containing detailed item specifications, quantity and terms & conditions from office of the Project Director, Punjab University of Technology Rasul from 09:00AM. to 03:00PM. on any working day (Monday to Friday), on submission of written application and upon payment of non-refundable tender fee Rs. **5000/-** per package which should be deposited in university account No. **3174230619** NBP GSE Rasul Branch code 0469, Account Title: “Punjab University of Technology Rasul, Fund”. Bid documents can also be downloaded from websites of PPRA or from Punjab University of Technology Rasul www.putrasul.edu.pk. In this case, tender fee can be transferred/ deposited online per package and send scanned copy of online transfer /deposit receipt by email before closing date for issuance of bid registered number. In case of any query, guidance can be sought from Imtiaz Ahmad Awan, Procurement Officer of the University. (Tel: +92 (336) 1031892, Email: rasulian786@gmail.com).

The sealed bids/proposals marked with Tender for relevant Package No. & name supported with Financial Proposal along with a bid security as given against each lot above in shape of **CDR/ Bank Guarantee** in favor of the **Punjab University of Technology Rasul** should reach in the Office of Project Director, **Punjab University of Technology Rasul** latest by **closing date & time given above**. Bids will be opened on the same day after **30 minutes of closing time** by the Procurement Committee, in the presence of the bidders or their authorized representatives who wish to attend the meeting.

PUT Rasul will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case the last date of submission of bids falls on closed official days/ holidays, the date for submission and opening of the bids shall be the next working day (Monday to Friday). University NTN is 9022261-4.

- **Bid documents will be issued from the date of publication of Tender Notice.**
- **Last date of issuance of bid documents is September 18,2023.**

Note: Procurement shall be governed by Punjab Procurement Rules, 2014.

Project Director (PMU), Punjab University of Technology Rasul

Section II Instructions to Bidders (ITB)

General Instructions

2.1. Introduction

2.1.1 Scope of Bid	i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. Bidders must submit bids of all items of the lot. The successful bidder will be responsible for delivery, installation & commissioning (if any) of all items at consignee's end in new, safe, sound and in operational condition within the specified period and timelines as stated in the Bid Data sheet (BDS).
2.1.2 Source of Funds	i) PUT Rasul has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
2.1.3 Eligible Bidders	i) This Invitation for Bids is open to all suppliers, except as provided hereinafter. ii) Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate). iii) Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate). iv) The Bidders must have NTN and STRN and active tax payer status v) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. vi) A Bidder may be ineligible if – a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent; b) Payments in favour 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 established 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 debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014. f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014. g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
2.1.4. Eligible Goods and Services	i) All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services. ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. iii) The origin of goods and services is distinct from the nationality of the Bidder.
2.1.5 Cost of Bidding	i) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2.1.6 One person one Bid	i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

	<p>ii) 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.</p> <p>iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.</p>
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2.2. The Bidding Documents

<p>2.2.1 Content of Bidding Documents</p>	<p>i) The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> (a) Instructions to Bidders (ITB) (b) Technical Specifications (c) Bid Data Sheet (d) General Conditions of Contract (GCC) (e) Special Conditions of Contract (SCC) (f) Schedule of Requirements (g) Bid Submission Form (h) Manufacturer's Authorization Form (if applicable) (i) Bidder Profile Form (j) General Information Form (k) Affidavit (l) Bid Security Form (if bid security as bank guarantee) (m) Technical Bid Form (n) Contract Form (at the time of contract signing) (o) Financial Bid Form/ Price Schedule (p) Performance Guarantee Form/ CDR (at the time of contract signing) (q) Draft Integrity Pact (if applicable) (r) Certificate (s) Bidders Commentary Form (t) Check list <p>ii) The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> <p>iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.</p> <p>iv) 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 from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.</p>
<p>2.2.2 Clarification of Bidding Documents</p>	<p>i) A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Bid Data Sheet. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three (7) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p> <p>ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.</p>

	<p>iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above.</p> <p>iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.</p> <p>v) 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.</p> <p>vi) 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 and by uploading same on the website of the procuring agency. 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 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
2.2.3 Amendment of Bidding Documents	<p>i) At any time prior to the deadline for submission of bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>ii) All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.</p> <p>iii) In order to allow prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.</p>

2.3. Preparation of Bids

2.3.1 Language of Bid	<p>i) 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 language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder should be in same language.</p>
2.3.2 Bid Form	<p>i) The Bidder shall complete the Bid Form and Price Schedule (Financial Bid) furnished in the bidding documents, indicating the goods to be supplied, a brief description of goods, their country of origin, brand, model, quantity and prices.</p>
2.3.3 Bid Prices	<p>i) Item wise total price in figures and grand total price, in words and figures should be quoted at the respective columns of the Bid Form. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.</p> <p>ii) Prices indicated on the bid form shall be delivered duty paid (DDP) prices.</p>

2.3.4 Bid Currencies	i) Full and final prices shall be quoted in Pak Rupees
2.3.5 Documents Establishing Bidder's Eligibility and Qualification	<p>i) The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.</p> <p>iii) The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:</p> <p>(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's/ Authorized Dealer's Authorization Form No. 8.3] or producer/Authorized dealer to supply the same in Pakistan;</p> <p>(b) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;</p> <p>(c) that, 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 that country 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; and</p> <p>(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
2.3.6 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	<p>i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.</p> <p>iii) The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>(a) a detailed description of the essential technical and performance characteristics of the goods;</p> <p>(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and</p> <p>(c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>iv) For purposes of the commentary to be furnished, 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.</p> <p>(a) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of Procuring Agency's clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or reject the clarification.</p>

	<p>(b) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.</p> <p>(c) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.</p> <p>v) Where a sample(s) is required by a procuring agency, the sample shall be:</p> <p>(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</p> <p>(b) carriage paid;</p> <p>(c) received on, or before, or after technical bids the closing time and date for the submission of bids as specified in DBS; and</p> <p>(d) Evaluated to determine compliance with all characteristics listed in the BDS.</p> <p>vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-</p> <p>(a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</p> <p>vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p> <p>viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.</p> <p>ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p> <p>x) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.</p> <p>xi) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.</p>
2.3.7 Bid Security	<p>i) The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p> <p>ii) 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 Clause 2.3.8.</p> <p>iii) The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>(a) Bank guarantee or Call Deposit Receipt (CDR), valid for thirty (30) days beyond the validity of bid.</p> <p>iv) Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Procuring Agency as nonresponsive</p> <p>v) Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency as rule 38(2)(a)(vii) of PPR14.</p>

	<p>vi) The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance guarantee.</p> <p>vii) The bid security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract Or</p> <p>(ii) to furnish performance guarantee</p> <p>(iii) If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.</p>
2.3.8 Period of Validity of Bids	<p>i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.</p> <p>ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.</p>
2.3.9 Format and Signing of Bid	<p>i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.</p> <p>ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.</p> <p>iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. 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, shall be signed and stamped by the authorized person.</p> <p>iv) Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.</p>

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids	<p>i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The bidder should submit technical and financial bids in two separate envelopes clearly marking "Technical Bid" and "Financial Bid" covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.</p> <p>ii) The inner and outer envelopes shall:</p> <p>(a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and</p> <p>(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE. (Time and date)," the outer and inner envelopes should</p>
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	<p>properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.</p> <p>iii) The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>iv) If the outer envelope is not sealed and marked properly, the Procuring Agency will assume no responsibility for the bid’s misplacement or premature opening.</p> <p>v) Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.</p>
2.4.2 Deadline for Submission of Bids	<p>i) Bids must be received by the Procuring Agency at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.</p> <p>ii) The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
2.4.3 Late Bids	<p>i) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder.</p> <p>ii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.</p>
2.4.4 Modification and Withdrawal of Bids	<p>i) The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.</p> <p>ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i). A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>iii) No bid may be modified after the deadline for submission of bids.</p> <p>iv) No bid may be withdrawn 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 Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security (along with other remedies available under PPR-14).</p> <p>v) Revised bid may be submitted after the withdrawal of the original bid by written notice before the deadline for submission of Bids.</p>

2.5. Opening and Evaluation of Bids

2.5.1 Opening of Bids by the Procuring Agency	<p>i) The Procuring Agency will open all bids, in public, in the presence of bidders or bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders or bidders’ representatives who are present shall sign an attendance sheet evidencing their presence.</p> <p>ii) First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>iii) Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No</p>
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	<p>envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.</p> <p>v) Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder, pursuant to 2.4.3 (i)</p> <p>vi) The financial bids of only technically qualified bidders will be opened. Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.</p> <p>vii) Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>viii) The Procuring Agency will prepare minutes of the bid opening.</p> <p>ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.</p>
2.5.2 Confidentiality	<p>i) 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 in accordance with the requirements of rule 37 of PPR-14.</p> <p>ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.</p> <p>iii) Notwithstanding ITB Clause 2.2.2 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.</p>
2.5.3 Clarification of Bids	<p>i) During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. The request for clarification and the response shall be in writing or in electronic forms, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>ii) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.</p>
2.5.4 Preliminary Examination	<p>i) The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have properly been signed, and whether the bids are generally in order.</p> <p>ii) Arithmetical errors will be rectified on the following basis.</p>

	<p>a) If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p> <p>b) If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive bid is one which most closely conforms to all the terms and conditions of the bidding documents without deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 2.3.8), Applicable Law (GCC Clause 30), Taxes and Duties (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.</p> <p>iv) If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <p>a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4;</p> <p>b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;</p> <p>c) Has been properly signed;</p> <p>d) Is accompanied by the required securities; and</p> <p>e) Is responsive to the requirements of the Bidding Documents.</p> <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
2.5.5 Examination of Terms and Conditions; Technical Evaluation	<p>i) 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.</p> <p>ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS, have been met without material deviation or reservation.</p> <p>iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.</p>
2.5.6. Correction of Errors	<p>i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <p>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;</p> <p>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</p> <p>c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>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.</p>

	ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. 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 2.3.8 .
2.5.8 Post-Qualification & Evaluation of Bids	<p>i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily as per evaluation criteria listed in BDS & ITB clause 2.1.3.</p> <p>ii) The determination will take into account the Bidder's experience, Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/ qualification expressed in BDS as the Procuring Agency deems necessary and appropriate.</p> <p>iii) The Procuring Agency will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.</p> <p>iv) The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.</p> <p>v) The Procuring Agency's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties. A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.</p>
2.5.9 Contacting the Procuring Agency	<p>i) No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.</p> <p>ii) Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.</p>

2.5.10. Grievance Redressal	<ul style="list-style-type: none"> i) As per Rule-67 of PPR-14, Procuring Agency has constituted a Grievance Redressed Committee (GRC) with proper powers and authorization to address the complaints. ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline. iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline. iv) 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 ten days after the announcement of the Final evaluation reports. In case of single stage – two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any). v) In case, the complaint/grievance 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. vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
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2.6. Award of Contract

2.6.1. Notification of Award	<ul style="list-style-type: none"> i) Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its bid has been accepted. ii) The notification of award will constitute the formation of the Contract. iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).
2.6.2 Performance Guarantee	<ul style="list-style-type: none"> i) Within seven (07) days of the receipt of notification of award, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Procuring Agency. ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.
2.6.3 Signing of Contract/ Issuance of Purchase Order	<ul style="list-style-type: none"> i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties. Within seven (07) days of issuance of notification of award, the successful Bidder shall sign, stamp and date the contract. ii) The procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
2.6.4 Award Criteria	<ul style="list-style-type: none"> i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and

	has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 I(iv) of PPR-14 (not more than 15%).
2.6.6 Procuring Agency's Right to Accept or Reject All Bids	i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Procuring Agency's action. ii) The Bidders shall be promptly informed about the rejection of the Bids, if any. iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.
2.6.7 Re-bidding	i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8 Corrupt or Fraudulent Practices	i) The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows: <ul style="list-style-type: none"> (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in contract execution; and (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, (c) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following: <ul style="list-style-type: none"> i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."
	ii) Blacklisting & Debarment: Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

“17A. Blacklisting. – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting. –(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.

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

3. 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.

4. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.

5. 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.

6. 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.

	<ol style="list-style-type: none"> 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. 7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed. 8. 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. 9. 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 Managing Director of the Authority. 10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website. 11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation. 12. The Authority shall immediately publish the information and decision of blacklisting on its website. 13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions. 14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions. 15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting. 16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier. 17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.” <p>iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.</p>
2.6.9 Verification	<ol style="list-style-type: none"> i) Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.

Section-III. Technical Specifications

3.1. Technical Specifications

Note: (1) It is mandatory for Bidder to present pre-delivery demonstration/ Inspection to the Procuring Agency at bidder's cost. Operational manual and maintenance manual in English language both in pdf format and hard form are mandatory for all machinery, equipment, apparatus, instruments & not for tools. (2) Manufacturer's Authorization letter is mandatory for each equipment costing more than Rs. 20,000/- . Equipments of higher specifications will also be accepted.

1 Thermodynamics Lab

Sr. No	Name of Equipment	Quantity
1	<p>Pressure Measurement & Calibration Experiments</p> <ul style="list-style-type: none"> Familiarization with different pressure measurement methods. Function of a Bourdon tube manometer. Pressure measurement with U-tube and Bourdon tube manometers. Calibration of mechanical manometers. <p>Specifications</p> <ul style="list-style-type: none"> Measuring devices for pressure and vacuum. U-tube and inclined tube manometers. Bourdon tube manometer, pressure above atmospheric. Bourdon tube manometer, pressure below atmospheric. Plastic syringe generates test pressures in the millibar range. <p>Technical Data</p> <p>Bourdon tube manometer: 0~100mbar Bourdon tube manometer: -100~0mbar U-tube manometer: 0~500mm WC Inclined tube manometer: 0~500mm WC Digital Pressure Transmitter with Display Range: 0~4 bar</p> <p>Dead Weight Tester</p> <p>Diameter: 6" or 150mm Transparent Construction Bourdon tube Pressure Range: 0~4 kg/cm² Area of piston: 254x10⁻⁶m² Mass of piston: 0.5kg Ancillary masses: 1x 0.2kg, 2x 0.5 kg and 4x 1kg</p>	1
2	<p>Four-Cylinder Diesel Engine Performance Test Facility</p> <p>A modern, automotive, high efficiency, water cooled, 4-stroke diesel engine, complete with services and ancillaries required to run the engine in a lab environment. Variable load, eddy current dynamometer which acts as a brake, enabling direct measurement of torque.</p> <p>Dynamometer completely integrated with the engine and mounted within the main frame of the engine. Supported on strong steel frame with flexible mounts. Frame should house fuel tank, battery, electrical enclosures etc. All moving parts and hot surfaces should be protected by guards. Instrumentation must include sensors for:</p> <ol style="list-style-type: none"> Engine speed Torque Air flow Cooling water temperature (Inlet and outlet temperatures of the Heat Exchanger) Cooling water flow Exhaust gas Lambda sensor. <p>Sensor variables should be logged on the user's computer in real time through some sort of software provided with the engine. Data logging and analysis functions should be provided in the software. Engine indicator set should be capable of construction of real time PV diagram of the cycle.</p>	1
3	<p>Four-Cylinder Petrol Engine Performance Test Facility</p> <p>A modern, automotive, high efficiency, water cooled, normally aspirated 4-stroke petrol engine complete with all services and ancillaries required to run the engine. Variable load, eddy current dynamometer which acts as a brake, enabling direct measurement of torque.</p> <ul style="list-style-type: none"> Dynamometer completely integrated with the engine and mounted within the main frame of the engine. Ignition and ignition control system enabling the user to investigate the effects of alterations to fuel injection and ignition timing. 	1

	<ul style="list-style-type: none"> Supported on strong steel frame with flexible mounts. Frame should house fuel tank, battery, electrical enclosures etc. All moving parts and hot surfaces should be protected by guards. Throttling and brake load should be controlled remotely. Instrumentation must include sensors for: <ol style="list-style-type: none"> Engine speed Torque Air flow Cooling water temperature (Inlet and outlet temperatures of the Heat Exchanger) Cooling water flow Exhaust gas sensor. Sensor variables should be logged on the user's computer in real time through some sort of software provided with the engine. Data logging and analysis functions should be provided in the software. Engine indicator set should be capable of construction of real time PV diagram. 	
4	2 Stroke Single Cylinder Petrol Engine (Sectioned) An accurate cut-away model of 2-stroke Petrol Engine <ul style="list-style-type: none"> Showing every detail of carburetor, Ignition etc. and Clearly showing the suction-exhaust-transfer channels. The swept volume should be less than 150 cc. Should be Air cooled or water cooled. Should be Electronic ignition and Box carburetor should be manually operated through a crank handle or by a small electrical motor. The equipment may be placed at the table top 	1
5	4 Stroke Single Cylinder Petrol Engine (Sectioned) An accurate cut-away model of a 4-stroke Petrol Engine with: <ul style="list-style-type: none"> Sectioned carburetor, Coil ignition, Cooling system, Distribution system, Spark coil etc. Different paints for distinguishing different systems/ parts of the engine. Some simulation mechanism showing the combustion phase and mixture strength. The engine should be operated manually through a crank handle or by a small electrical motor. The equipment may be placed at the table top 	1
6	4 Stroke Single Cylinder Diesel Engine (Sectioned) A training model of a 4-stroke diesel engine sectioned for training purposes. Indirect injection, complete with: <ul style="list-style-type: none"> Fuel Injection pump, Injector, Pre- Combustion chamber, Preheating glow plug, Cooling system, Distribution circuit, etc. In order to simulate the active stage of the cycle some lighting mechanism should be available during the expansion phase. Should be operated manually through a crank handle or by a small electrical motor. The equipment may be placed at the table top 	1
7	Calibration of A Pressure Gauge Pressure gauge Diameter: 6" or 150mm Bourdon Tube Pressure Range: 0~400kN/m ² Pressure Least Count: 10kN/m ² Alternate Scale: PSI / bar Technical Data Material of Piston: Stainless Steel Diameter of the Piston: 17.5mm Area of piston: 240 mm ² Mass of piston: Approx.0.5kg Ancillary masses: 1x 0.2 kg, 2x 0.5 kg and 4x 1.0 kg	1

9	Fuel Caloric Meter (Complete) Storage Temperature: 0-70°C Temperature Resolution: 0.000001°C Reproducibility/ Repeatability: 0.1% RSD Resolution: 0.0001 MJ/Kg Results per hour: 12 samples per hour using 3 bayonet bomb vessels & Add. Air Cooler Measuring range max.: 99MJ, 99,000,000 Joules, 99KJ/g Working temperature min.: 0 °C Working temperature max.: 50°C Temperature Measurement Noise: 10 ppm (parts per million) Cooling Medium: Air Type of cooling: Airflow Oxygen Operating Pressure Max: 40 bar Balance/ Scale Interface: RS232 Printer Interface: RS232 PC Interface: USB Power Input: 12W Interface External Keyboard: PS2 Oxygen Filling: Manual De gasification: Manual Halogen (Decomposition) Vessel: Yes, optional Analysis according to DIN 51900: Yes Analysis according to ASTM D240: Yes Analysis according to ASTM D4809: Yes Analysis according to ASTM D5865: Yes Analysis according to ASTM E711: Yes Analysis according to ISO 1928: Yes Permissible Ambient Temperature: 0-35° C Permissible Relative Humidity: 80% RS232 Interface: Yes USB Interface: Yes Voltage: 220-240 / 100-120V, 12VDC, 3Amp Frequency: 50/60 Hz	1
10	Single Stage/Two Stage Reciprocating Compressor Computer controlled Study Bench Specifications and features Measurement of intake and delivery pressure Airflow rate compressor speed Temperatures Determination of the volumetric and isothermal efficiency Compressor, 1 cylinder, single-stage Power consumption: 750 W Nominal speed: 980rpm Operating pressure: 8 bar Max. pressure: 10 bar Intake capacity: 150L/ min at 8bar Safety valve blow off pressure: 10 bar Pressure vessel capacity: 16 bar 100L Measuring ranges: - temperature: 2x 0...200°C - pressure: -1...1bar/ 0...16bar - differential pressure: 0...10 mbar - 2 manometers: -1...4bar/ 0...16bar COMPLETE AND COMPATABLE IN ALL RESPECTS	1
11	Boyles Law Demonstrator Experiments <ul style="list-style-type: none"> • Demonstrating the laws of state changes in gases experimentally. • Isothermic change of state, Boyle-Mariotte Law. Specifications <ul style="list-style-type: none"> • Experimental investigation of gas laws • Transparent measuring vessel for investigation of isothermic change of stat. • Hydraulic oil filling for changing volume of test gas. • Built-in pump ensures necessary pressure differences to move the oil volume. • Compressor can also be used as vacuum pump. • 3/2-way valve for switching between compression and expansion. • Sensors for temperatures and pressures. • DAQ (Data acquisition) with Software 	1

	Technical Data Pump Power output: 60W Delivery side: 2bar Intake side: 213mbar Temperature measuring range Vessel: -100~400°C Pressure measuring range Vessel: 0~4bar Volume measuring range Vessel: 0~1.5L approx.	
12	Single Cylinder Steam Engine Model Type: Vertical, Fire Tube Type. Capacity: Up to 7 Bar pressure. and upto 30 ~40 Kg/h Material: SS 316 / 304 Boiler instrument and safety devices include: <ul style="list-style-type: none"> • High Pressure Switches: 2 • Mechanical High Pressure Safety: 1 • Temperature Safety: 1 by digital Temperature • Fire Safety: Flame Sensor, ionization detector, Gas outage • Pressure gauge and switch. • Temperature gauge. • Level gauge and switch. • Automatic Level Control Burner: <ul style="list-style-type: none"> • Type: On – Off, automatic • European brand complete with Gas Train originally supplied by Manufacture • Fuel: LPG/NG Standard Feed water system includes: <ul style="list-style-type: none"> • Resin filter for public water with RO unit • Soft water tank. Feed water pump. <ul style="list-style-type: none"> • Automatic and Manual operation selectable by the user Electrical operated Temperature sensors with digital display. Fuel system includes: Fuel tank Fuel flow meter Single Cylinder Steam Engine Technical data <ul style="list-style-type: none"> • Type: Single stage, double acting. • Maximum output: Over 30 ~50W Continuous. • Maximum speed: Approx. 33,000 rpm. • Exhaust pressure: Atmospheric • Body: Made from SS Locally Fabricated Measuring instruments <ul style="list-style-type: none"> • Speed sensors for turbine Speed Measurements • Temperature sensor for steam inlet/outlet. • Pressure gauge for steam inlet. Generator and Lamp Load <ul style="list-style-type: none"> • Type: DC generator, 100 VA. Self-Excited/Permanent Magnet • Voltage: 24~220VDC @ 3000 rpm • Load Lamps: 4 x 15 W. Measuring instruments <ul style="list-style-type: none"> • A generator speed sensor and an indicator. • A volt meter and an ammeter Condenser Type: Shell & tube Typical Experiments: <ul style="list-style-type: none"> • Temperature Measurement at different points of condenser (Inlet & Outlet) • Flow measurements of condensing water • Heat of transfer in the condenser • Condenser efficiency • Temperature Sensors and Indicators. Comprehensive Instruction manual	1

13	<p>Temperature Measurement Bench Experiments</p> <ul style="list-style-type: none"> • Measurement of water temperature in a hot water bath and vacuum flask using thermocouples, mercury in glass thermometer, Resistance Temperature Detector (RTD), bimetallic temperature indicator and etc. • The peltier thermo-electric effect. • The see beck thermo-electric effect. • Reference junctions. • The law of intermediate metals. • The law of intermediate temperatures. • Effect of lead resistance and meter impedance in thermocouple circuits. • Connection of thermocouples in parallel. • Connection of thermocouples in series. • Comparison of accuracy and methods of calibration. • Observation of dynamic response. • Surface temperature measurement. • Wet bulb and dry bulb temperature measurement. • Determination of relative humidity. <p>Description</p> <p>Heat source:</p> <ol style="list-style-type: none"> i) Water Heater ii) Vacuum Flask iii) Air Blower (Hot/Cold) <p>Measuring Device</p> <ol style="list-style-type: none"> 1. Resistance Temperature Detective (RTD) Sensor PT100 2. Thermistor Sensor 3. Type K Thermocouple Sensor 4. Type J Thermocouple Sensor 5. Glass Thermometer (-10°C to 110°C) 6. Glass Thermometer (-10°C to 360°C) 7. Bimetallic Thermometer (0°C to 120°C) 8. Vapor Pressure thermometer (0°C to 120°C) 9. Self-Adhesive Surface Thermometer <ol style="list-style-type: none"> i) Range2 (0°C to 30°C) ii) Range3(30°C to 60°C) iii) Range4(60°C to 90°C) 10. Wet and Dry Bulb Thermometer (Hygrometer) 11. Type K Thermocouple Wires 12. Type J Thermocouple Wires <p>DAQ (Data acquisition) software</p>	1
14	<p>Wankel Engine Model</p> <p>An accurate cut-away model of Wankel Petrol Engine:</p> <ul style="list-style-type: none"> • Showing every details of combustion chamber • Swept volume, and clearly showing the suction-exhaust-transfer channels. • Complete fuel system, • Ignition system, • Cooling system etc. • Should be manually operated through a crank handle or by a small electrical motor. 	1
15	<p>Direct Injection 2 Stroke Diesel Engine Model</p> <p>A training model of a 2-stroke diesel engine sectioned for training purposes.</p> <ul style="list-style-type: none"> • Direct injection, complete with injection pump, injector, volumetric compressor, • Cooling system, etc. • In order to simulate the active stage of the cycle some lighting mechanism should be available during the expansion phase. • Should be operated manually through a crank handle or by a small electrical motor. • The equipment may be placed at the table top 	1
16	<p>Nozzle Performance Study Unit (Complete with all accessories to perform experiments)</p> <p>Experiments</p> <ul style="list-style-type: none"> • Determining the critical pressure ratio. • Measurement of the reaction or action force of the flowing fluid. • Determine nozzle efficiency by thrust. <p>Specifications</p>	1

	<ul style="list-style-type: none"> • Detect impact force or thrust at nozzle to determine the flow velocity and nozzle efficiency. • Measuring reaction force (thrust) of the fluid at the nozzle. • Measuring action force of the fluid at the baffle plate. • Air intake adaptable according to the experiment layout. • Distance between baffle plate and nozzle can be adjusted. • Compressed air regulator for adjusting the pressure downstream of the nozzle. • Needle valve on the flow meter for adjusting the back pressure. • Measuring reaction or action force of the nozzle by deformation of the flexion pipe. • 5 nozzles with different contours (4 convergent divergent, 1 convergent) and 1 baffle plate. • Instruments: manometer and digital temperature display upstream and downstream of the nozzle, as well as an flowmeter. <p>Technical Data</p> <p>Air consumption of the experimental unit</p> <p>Compressed air: max. 10bar Air consumption: approx. 5g/s 5 nozzles, brass 4 convergent-divergent 1 convergent</p> <p>Diameter</p> <p>Convergent-divergent: 2mm Convergent: 2.19mm Length all nozzles: 3.6 to 15.8mm</p> <p>Compressed air regulator</p> <p>Control range: 0~10bar</p> <p>Measuring ranges</p> <p>Temperature: -100~400°C Pressure: 2x 0~10bar Mass flow: 0.7~8.3g/s Force: 0-5N</p> <p>Air Compressor suitable for the continuous operation of the apparatus. DAQ (Data acquisition) software</p>	
17	<p>Centrifugal Compressor Demonstration Unit</p> <ul style="list-style-type: none"> • Max Flow Rate: 20--30 l/s typical • Max Head: 6.0--8.0 KPa • Max fan speed: 3000rpm min • Motor Power rating: 250W min • Number of stages: 3 or more • Small-scale multi-stage centrifugal compressor demonstration unit. • Comprehensive Instruction manual 	1

Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Punjab university of Technology Rasul The subject of procurement is: Equipments for Thermodynamics Lab Period for delivery of goods: 100 days Commencement date for delivery of Goods: immediately on signing the contract and issuance of Procurement/Supply order
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2023-24 Name of Project: Provision of Infrastructural, Academic and Operational Facilities to the Punjab University of Technology Rasul MB Din Name of financing institution: Government of Punjab (Development Fund) Name and identification number of the Contract: Equipments for Thermodynamics Lab (PUT/PMU/2023-24/11)
3.	2.1.3	provide relevant certificates of non-debarred/ non-blacklisting, NTN, STRN, non-bankrupt, non-involvement in corrupt and fraudulent practices
4.	2.1.4	Ineligible countries are: India and Israel
5.	2.3.6 (iii)	Authorization by manufacturer/dealer/seller: required on Form 8.3 Qualification requirements. The potential bidder must also fulfill the following: Technical Brochures/ catalogs of goods quoted, mentioning its specifications, manufacturer's Brand and model etc.
B. Bidding Documents		
6.	2.2.2 (i)	The address for clarification of Bidding Documents: Procurement Officer, Punjab University of Technology Rasul. 0336-1031892, email: rasulian786@gmail.com
7.	2.2.2 (iv) 2.2.2(v) 2.2.2(vi)	Date of Uploading of responses to clarifications (if any) on procuring agency website: on 21-9-23. Pre-bid meeting will be held on 18-09-2023 at 11:00AM in conference room of PUT Rasul Minutes of Meeting along with clarification will be uploaded on PUT Rasul website on 21-9-23.
8.	2.3.9	The number of bidding documents to be completed and returned is in one original and one copy.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Language of the bid – English and other documents brochures etc., if not available in English will be provided after translation in English language by approved translation agency.
10	2.3.4	The Full and final prices shall be quoted in Pak Rupees The price quoted shall be Delivered Duty Paid.
11.	2.3.4	The Full and final prices shall be quoted in Pak Rupees
12.	2.1.4 (ii)	<u>Country of origin:</u> Origin in eligible source countries, as per policy of Govt. of Pakistan
D. Preparation and Submission of Bids		
13.	2.1.3	Qualification Criteria/Knock down criteria. a) NTN registration certificate of firm. Attested copy b) General Sales Tax registration certificate of firm. Attested copy c) Active Tax Payer Status FBR d) Professional Tax certificate 2022 or latest. Attested copy e) Average Annual Turnover for last 5 years must be Rs. 50 million or More (provide last 05 years "2018,2019, 2020, 2021 & 2022" Income Tax Returns) f) Technical Brochures of goods quoted, mentioning its specifications, manufacture's Brand and model. g) certificate of legally and financially autonomous & operation of non-dependency to Government under commercial law (for Government-owned enterprises). h) Firm must be in operation from last 05 years (NTN registration 05 years old) i) Technical Brochures/ catalogues of goods quoted MUST be attached j) An affidavit on legal stamp paper worth Rs. 300 to the effect that

		<ul style="list-style-type: none"> Bidder is neither currently blacklisted or debarred from any government / semi-Government organization nor is any litigation pending in this regard. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. The provided information is correct. <p>k) Bidder is authorized for supply of goods for this tender from the manufacturer /authorized Partner/ distributor/ dealer/ seller as given in specifications (provide certificates form 8.3)</p> <p>l) Registration of the Bidder with relevant forums/ organizations.</p>
14.	2.3.6& 2.3.7	Spare parts may be required for 05 years of operation. Supplier will provide certificate that he will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.
15.	2.4.2 (i)	Bid shall be submitted to: Project Director, Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
16.	2.4.2 (ii)	Deadline for Bid submission: As per Advertisement of this package and can be amended as per need.
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening. 30 minutes after closing time of bid submission in Conference Room of Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
18.	2.6.2	Amount of Performance Guarantee is: ten percent (10%) of the contract amount in shape of Bank Guarantee, Call Deposit in favour of Punjab University of Technology Rasul valid for warranty period.
19.	2.3.7	Estimated Contract Price is: Rs. 16,593,000/- Amount of Bid security is about 2% of estimated price= Rs. 331,900/- <u>Bid security in shape of Call Deposit Receipt (CDR) in favour of Punjab University of Technology Rasul valid for warranty period.</u>
20.	2.3.8	Bid validity period after opening of the Bid is: 120 days
21.	2.3.9	Number of copies of the Bid to be provided are: one original & one copy
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: <u>As per advertisement, 30 minutes after closing time of bid submission.</u>
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes <u>only in Pak Rupees.</u>

F. Bid Evaluation Criteria

1. Evaluation Criteria			
ITB 2.5.8	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price package wise offered by the qualified responsive bidder.		
	A- Mandatory Criteria As per Qualification Criteria given above/ Knock down criteria		
	B- Marking Criteria		
Sec.#	Description	Max Marks	Marks Allocation
1	Company Profile, Experience etc.	(35)	
i.	Experience in years / Market Existence From the date of NTN Registration (NTN Certificate must be attached)	10	Less than 5 years= 0 marks 5 years= 6 marks 1 Marks per year above 5 years (Maximum 10 Marks)
ii.	Value of Projects in public sector Cost of Supply/ Installation having similar nature & of value 10 million or above over last 05 years in public sector. (Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)	15	03 marks Per Project/ supply (Maximum 15 Marks)
iii.	Relevant Experience	10	02 marks Per Project/ supply (Maximum 10 Marks)

	Experience of Supply / Installation having similar nature over last 05 years (5 supplies max.) (Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)		
2	Financial Position	(30)	
i.	Sum of Annual Sales /Annual Turnover (Last five years) (Signed and stamped statement along with tax return last 05 years (2018, 2019, 2020, 2021 & 2022) must be attached, otherwise, no marks shall be awarded.)	15	30+ to 60 Million 3 Marks 60+ to 90 Million 6 Marks 90+ to 120 Million 9 Marks 120+ to 150 Million 12 Marks Above 150 Million 15 Marks (Maximum 15 Marks)
ii.	Fixed Assets (Current) (Documentary proof of tax return required)	05	1.0 to 5.0 Million 2 Marks 5.0 + to 10 Million 4 Marks Above 10 Million 5 Marks (Maximum 05 Marks)
iii.	Tax Return Active Tax Payer for Financial Year 2018, 2019, 2020, 2021 & 2022.	05	1 Mark per year (Maximum 05 Marks)
iv.	Bank Balance / Credit Limit If bank balance / credit limit up-to June, 2023- is equal to 10 Million or more, full marks may be awarded.	05	Otherwise, the marks may be awarded as: <u>Closing Balance or Credit Limit</u> x 05 10 million
3.	Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided)	(05)	Certificate provided 05 Marks Certificate not provided 0 Marks (Maximum 05 Marks)
4.	HR, Infrastructure & Satisfactory Supply proof	(15)	
i	HR/ Staff Strength (Payroll of-June 2023) Technical Staff (Diploma / Degree holder) List of Staff along with qualification must be attached and related final degree/ diploma/ transcripts.	10	1.5 Marks per 16-year degree holder max=06 1 mark for Diploma max=04 (Maximum 10 Marks)
ii	Letter of Satisfaction after sale service by the client who has purchase of minimum 05 million Please attach satisfaction/ appreciation letter. - (In case of missing information, no mark may be awarded.)	05	01 mark for each certificate (Maximum 05 marks)
5	<ul style="list-style-type: none"> Company Presentation & Product Demonstration=(10) Repair and Maintenance Facilities Demonstration (05) (Must provide videos for both in USB)	(15)	To be assigned by the Technical Committee (Bidder is required to give demonstration of quoted products and have the capability to Repair and Maintenance the products for 5 years, in soft form in USB duly sealed. Evaluation committee may demand physical demonstration
	TOTAL MARKS	(100)	

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. The successful bidder will have to give the demonstration of quoted items at PUT Rasul.

Qualifying Marks 50% in each section is mandatory

Minimum 65% marks are mandatory in this stage.

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15%
2.6.2	The Performance Guarantee shall be: ten percent (10%) of the contract amount
2.6.2	The Performance Security (or guarantee) shall be in the form of: CDR or Bank Guarantee in favour of Punjab University of Technology Rasul valid for warranty period.

Section V. General Conditions of Contract

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) “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.</p> <p>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>(c) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.</p> <p>(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</p> <p>(e) “GCC” means the General Conditions of Contract contained in this section.</p> <p>(f) “SCC” means the Special Conditions of Contract.</p> <p>(g) “The Procuring Agency” means the organization purchasing the Goods, as named in SCC.</p> <p>(h) “The Procuring Agency’s country” is Islamic Republic of Pakistan.</p> <p>(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</p> <p>(j) “The Project Site,” where applicable, means the place or places mentioned in the Form of Bid</p> <p>(k) “Day” means calendar day.</p>
2. Application	<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>
3. Country of Origin	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</p> <p>3.2 For purposes of this Clause, “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 product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
3a. One person one bid	<p>3.4 In any procurement, one bidder may submit one bid of a specific package and if one bidder submits more than one bids of the same package, the procuring agency shall reject all such bids. However, one bidder may bid for one or more packages.</p>
4. Standards	<p>4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is</p>

	mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Procuring agency.	<p>5.1 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 so far as may be necessary for purposes of such performance.</p> <p>5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 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.</p> <p>5.4 The Supplier shall permit the Procuring Agency 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 donors, if so required by the donors.</p>
6. Patent Rights	6.1 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 the Procuring Agency's country.
7. Performance Guarantee	<p>7.1 Within seven (07) days of receipt of letter of intent/ notification of contract award, the successful Bidder shall furnish to the Procuring Agency the performance guarantee in the amount specified in SCC/ BDS & clause 2.6.2 of ITB.</p> <p>7.2 The proceeds of the performance guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or (b) a Bank Guarantee or Bank call-deposit (CDR), (c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency <p>7.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
8. Inspections and Tests	8.1 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 requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

	<p>8.2 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.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.</p> <p>8.4 The Procuring Agency post-delivery right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived 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.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
9. Packing	<p>9.1 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.</p> <p>9.2 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.</p>
10. Delivery and Documents	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.</p> <p>10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost as per delivery schedule mentioned in "bid data sheet" after issuance of procurement order. Delivery period can be extended by the Procuring Agency on the written request of the contractor, giving compelling reasons for delay in delivery.</p> <p>10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms</p> <p>10.4. Documents to be submitted by the Supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.</p>
12. Transportation	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, transport to such place of destination in the Procuring Agency's country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
13. Incidental Services	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

	<ul style="list-style-type: none"> (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual in English for each appropriate unit of the supplied Goods; (d) In case of specialized items, supplier will provide necessary training to the PUT Rasul staff / faculty free of cost on-site, in assembly, start-up, operation, maintenance, and repair of the supplied Goods. The terms and conditions for such training, may however, be mutually decided between the PUT Rasul and the successful bidders, if so required. <p>13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:</p> <ul style="list-style-type: none"> (i) the prevailing rates charged for other parties by the Supplier for similar services; and (ii) original price of goods.
14. Spare Parts	<p>14.1 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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of Procuring Agency.</p>
15. Warranty	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, 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's 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 the country of final destination.</p> <p>15.2 Bidders must provide one-year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.</p> <p>15.3 The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 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.</p> <p>15.5 If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring</p>

	Agency may have against the Supplier under the Contract/ relevant provision of PPA-14 including Blacklisting.
16. Payment	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>16.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 12, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3 The currency of payment is Pak. Rupees.</p>
17. Prices	<p>17.1 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.</p>
18. Change Orders	<p>18.1 The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) the Services to be provided by the Supplier. <p>18.2. 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's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.</p>
19. Contract Amendments	<p>19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.</p>
20. Assignment	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.</p>
21. Sub-contracts	<p>21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2. Subcontracts must comply with the provisions of GCC Clause 20.</p>
22. Delays in the Supplier's Performance	<p>22.1 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.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing 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</p>

	<p>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.</p> <p>22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
23. Liquidated Damages	<p>23.1 Subject to the Clause 25, 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 or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.</p>
24. Termination for Default	<p>24.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract / bidding documents, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <ul style="list-style-type: none"> (d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following: <ul style="list-style-type: none"> i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

	<p>iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process</p> <p>vi The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the Procuring Agency. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the Procuring Agency), the contract may be considered for termination or cancellation.</p> <p>On the happening of any of the above event, the performance guarantee will be forfeited.</p> <p>24.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, “Force Majeure” means wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, 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.</p> <p>25.4 The procuring agency may extend the delivery period in case of force majeure with or without imposing penalty.</p>
26. Termination for Insolvency	<p>26.1 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</p>

	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.
27. Termination for Convenience	<p>27.1 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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 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 prices. For the remaining Goods, the Procuring Agency may elect:</p> <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.
28. Resolution of Disputes	<p>28.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p>
29. Governing Language	29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
31. Notices	<p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's address specified in SCC.</p> <p>31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
32. Taxes and Duties	32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
33. Provision of Sample	33.1 The procuring agency can demand sample of any good for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.
34. Repeat Order	34.1 The contractor may provide Machinery & Equipment on repeat order (not exceeding 15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

Section VI. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)	<p>GCC 1.1 (g) The Procuring Agency is: Punjab University of Technology Rasul</p> <p>GCC 1.1 (h) The Procuring Agency's country is: Islamic Republic of Pakistan</p> <p>GCC 1.1 (i) The Supplier is: [Bidder to provide detail here]</p> <hr/> <p>GCC 1.1 (j) The Project Site is: PUT Rasul, 13km Sarai Alamgir Road, Mandi Bahauddin.</p>
2. Country of Origin	GCC Clause 3 All countries except India & Israel
3. Performance guarantee (GCC Clause 7)	3.1 The amount of performance guarantee, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.
4. Inspections and Tests (GCC Clause 8)	<p>4.1 Pre-delivery / Post-delivery Inspection will be arranged at PUT Rasul. The acceptance parameters are as following:</p> <ol style="list-style-type: none"> 1. Confirming to the contractual specifications of items 2. Satisfactory performance of functional test of the equipment 3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
5. Packing (GCC Clause 9)	Packing should ensure safe and sound delivery at site.
6. Delivery and Documents (GCC Clause 10)	<p>6.1 Upon delivery, the Supplier shall provide the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and (vii) Certificate of origin. <p>Note: The above documents at Sr.# (i) would be required even if the equipment has already been imported and is available with the supplier ex-stock.</p>
7. Insurance (GCC Clause 11)	7.1 The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.
8. Incidental Services (GCC Clause 13)	<p>8.1 Incidental services to be provided are:</p> <ol style="list-style-type: none"> a. At site complete training of Procuring Agency's nominated staff free of cost regarding maintenance and operation of Goods (if required by Procuring Agency).

	b. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, without extra cost, starting from final acceptance of goods.
9. Spare Parts	GCC 14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within seven (7) days for local and within two (2) months for foreign be supplied of placing the order and opening the letter of credit.
10. Warranty (GCC Clause 15)	<p>10.1 In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. 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:</p> <p>(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,</p> <p>or</p> <p>(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 0.2 % of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.</p> <p>Or</p> <p>(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.</p> <p>GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.</p>
11. Sample Provision	11.1 GCC 33.1 “Samples of any good(s) be provided for demonstration by the supplier on his own cost on the demand of technical evaluation committee”.
12. Payment (GCC Clause 16)	<p>12.1 GCC 16.1-The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment in Pak Rupees will be made through cross cheque after delivery, installation and commissioning of the machinery/ equipment after inspection at PUT Rasul. The contractor shall provide all necessary supporting documents along with invoice for payment.</p>
13. Taxes (GCC Clause 32)	13.1 PUT Rasul shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
14. Prices (GCC Clause 17)	14.1 Prices shall be: Fixed and shall not be adjusted.
15. Liquidated Damages (GCC Clause 23)	<p>15.1 GCC 23.1-Applicable rate: 0.2 % of late delivered goods per day</p> <p>15.2 Maximum deduction: 10 % of contract price</p>
16. Resolution of Disputes (GCC Clause 28)	<p>16.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:</p> <p>In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.</p>

17. Governing Language (GCC Clause 29)	14.1 The Governing Language shall be: English.
18. Applicable Law (GCC Clause 30)	18.1 The procurement process will be governed under Punjab Procurement Rules – 2014 or latest. The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: <ul style="list-style-type: none"> a. The Contract Act 1872. b. The Arbitration Act 1940
19. Change of Model	19.1 In case of end of manufacturing of quoted model at the time of delivery, latest / upgraded model of same brand fulfilling all specifications of quoted model may be accepted on the recommendations of relevant technical expert (s) with the approval of Procurement Committee. However, contractor has to provide all necessary documents pertaining to end of quoted model for the satisfaction of procuring agency / Committee.
20. Notices (GCC Clause 31)	20.1 Procuring Agency's address for notice purposes:
	Office of Convener, Procurement Committee, Punjab University of Technology Rasul, 13km, Sarai Alamgir Road, Mandi Bahauddin. Tel: 0546-553216 Tel: 0546-553354
	20.2 Supplier's address for notice purposes: Please provide: _____ _____

Section VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which delivery is required.

Number Description Quantity Delivery schedule (shipment)
In 100 days from date of signing contract ¹

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Thermodynamics Lab

Sr. No	Name of Equipment	Quantity	Delivery schedule (shipment) in days
1	Pressure Measurement & Calibration Specifications as per Purchase Order/ Supply Order	1	100 days
2	Four-Cylinder Diesel Engine Performance Test Facility Specifications as per Purchase Order/ Supply Order	1	100 days
3	Four-Cylinder Petrol Engine Performance Test Facility Specifications as per Purchase Order/ Supply Order	1	100 days
4	2 Stroke Single Cylinder Petrol Engine (Sectioned) Specifications as per Purchase Order/ Supply Order	1	100 days
5	4 Stroke Single Cylinder Petrol Engine (Sectioned) Specifications as per Purchase Order/ Supply Order	1	100 days
6	4 Stroke Single Cylinder Diesel Engine (Sectioned) Specifications as per Purchase Order/ Supply Order	1	100 days
7	Calibration of A Pressure Gauge Specifications as per Purchase Order/ Supply Order	1	100 days
8	Misc. Accessories /Parts Specifications as per Purchase Order/ Supply Order	1	100 days
9	Fuel Caloric Meter (Complete) Specifications as per Purchase Order/ Supply Order	1	100 days
10	Single Stage/Two Stage Reciprocating Compressor Computer controlled Specifications as per Purchase Order/ Supply Order	1	100 days
11	Boyles Law Demonstrator Specifications as per Purchase Order/ Supply Order	1	100 days
12	Single Cylinder Steam Engine Model Specifications as per Purchase Order/ Supply Order	1	100 days
13	Temperature Measurement Bench Specifications as per Purchase Order/ Supply Order	1	100 days
14	Wankel Engine Model Specifications as per Purchase Order/ Supply Order	1	100 days
15	Direct Injection 2 Stroke Diesel Engine Model Specifications as per Purchase Order/ Supply Order	1	100 days
16	Nozzle Performance Study Unit (Complete with all accessories to perform experiments) Specifications as per Purchase Order/ Supply Order	1	100 days
17	Centrifugal Compressor Demonstration Unit Specifications as per Purchase Order/ Supply Order	1	100 days

¹ The Procuring Agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section VIII. Sample Forms

8.1. Bid Submission Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Technical Bid]

No: _____ Date: _____

To

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents including Addenda Nos. _____ if any, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver full package (Equipments for Thermodynamics Lab) in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* firm and final including all taxes etc] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for bid for a period of 120 days from the date fixed from Bid opening under clause 2.3.8 of the Instructions to Bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original Bid security form (as per **form 8.11**) along with Original financial instrument *[Bank Guarantee / Bank call-deposit (CDR)]* valid for **30 Days**, beyond the validity of Bid.
- d) Brochures of items quoted and other documents listed in check list. Relevant to technical bid.

Financial bid includes the following:

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Copy of bid security form along with copy of financial instruments *[Bank Guarantee / Bank call-deposit (CDR)]* valid for **30 Days**, beyond the validity of Bid in the manner as prescribed on the bid security form **8.11**.
- d) Documents listed in check list relevant to financial bid.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider	Amount (Rs.)

(If none, state none)

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

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.3. Manufacturer's/ Authorized Dealer's Authorization Form
[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To:

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

WHEREAS *[name of the Manufacturer/ Authorized Dealer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer/ Authorized Dealer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address: _____	
Office Telephone Number: _____	
Email: _____	
3.	Contact Person:
Name: _____	
Personal Telephone Number: _____	
Email Address: Email: _____	
4.	Details of District wise offices
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____ // _____	
Email: _____	
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns (Last 05 years)

b) Details of Experience (Last 05 Years)

(i)	Supply of Similar nature & similar cost or above (Agency/Department)	Item Name relevant to package
	1-	
	2-	
	3-	
	4-	
	5-	
(ii)	Value of total Projects/Tenders/Pos	Amount (Rs. In Million)
	1-	
	2-	
	3-	
	4-	
	5-	

c) Staff Detail and last month Payroll with following detail duly signed and stamped

S#	Name of Employee	Designation	Highest qualification	PEC Registration#

d) Total Annual Sales /Annual Turnover (last five years)

e) Fixed Assets detail

f) Bank balance / credit Limit

g) detail of set up for provision of after sale service.

h) List of offices other than head office with Complete address, ownership / rent agreement, years of office established on the same place.

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

*[To be printed on **PKR 300** Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Punjab University of Technology Rasul of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Punjab University of Technology Rasul. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

To,

Convener, Purchase Committee,
Punjab University of Technology Rasul

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of “INVITATION TO BID FOR THE PROVISION/ INSTALLATION OF **Package No.** PUT/PMU/2023-24/11, “Equipments for Thermodynamics Lab” to supply [(hereinafter called “the Contract”). Dated _____ 20____

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule 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 _____ day of _____ 20____ or _____ days [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

Form-I

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification against each item.

Sr. No.	Item Name with Specifications	Quantity along with Unit	Country of Origin	Quoted Brand with country of manufacturer, Make & Model
1	2	3	6	7
1				

Stamp & Signature of Bidder _____

Form II BIDDER'S COMMENTARY FORM

Bidder is required to insert specifications of quoted item, elaborate variations if any and give remarks against each component of specifications of the item quoted for supply.

Sr. No.	Item Name with Specifications as per Bid documents	Quoted Item Name with Specifications	Variations	Remarks
1				
2				
3				

Stamp & Signature of Bidder _____

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

THIS AGREEMENT made the ____ day of _____ 20____ between *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., **package No. PUT/PMU/2023-24/11**, Equipments for Thermodynamics Lab. and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding Document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.
5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

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

<u>Procuring Agency</u>	<u>Supplier / Contractor</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____

WITNESS:

1. _____
2. _____

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

To,

Convener, Procurement Committee,
Punjab University of Technology Rasul.

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned prices at _____.

Sr. No.	Item Name with Specifications		Country of origin, brand name, make & model	Quantity along with Unit	Pak Rupees			Total Price Inclusive all Taxes (In Words & Figures)
					Unit Price without GST	GST per Unit	Unit Price with GST	
1	2		3	4	5	6	7	8
Grand Total								

Amount of Grand total in Words: _____)

We understand that the Procuring Agency intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

Note: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid. Required if the bid security is in shape of bank guarantee]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

8.12. Draft Integrity Pact

(For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No. _____ **Dated** _____ **Contract Value:** [To be filled in at the time of signing of Contract]

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 Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Certificate

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.]

- A. We undertake that our organization M/S_____ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.
- B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.
- C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.
- D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.
- E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Evidence attached (Yes/No)	Given at page(s) #
1	Original or print of online bid fee receipt for online purchase of tender along with technical proposal.		
2	02% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN) at least five years old		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	Manufacturer's/Dealer's/Seller's Authorization as per form 8.3		
7	Max 05 similar nature supply having cost 10 million or above performed / executed in public sector during last 05 years (supply order or completion certificate). The procuring agency reserves the right to verify from the issuer.		
8	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
9	Affidavit (as per form 8.6) on non-judicial Stamp Paper minimum worth of Rs. 300/- mentioning the followings (i) The documents/ photocopies provided with Bid are authentic. In case of any fake/bogus document noticed at any stage. They shall be black listed as per Rules / Laws. (ii) Affidavit for correctness of information. Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department.		
10	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped at the time of contract signing in case of bank guarantee otherwise not applicable.		
11	Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped in financial bid.		
13	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped in case of bank guarantee otherwise not applicable.		
14	i. Work order / supply order / purchase order of previous relevant experience for turnout. ii. Company profile. Staff list along with location and address. iii. Income Tax Returns, National tax number Certificate, General Sale Tax Number Certificate (last 05 year). Bidders profile Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	Bank Balance Statement for June, 2023		
16	Certificate by bidder for provision of after sale service for 05 years.		
17	Payroll of June 2023 along with degrees, diplomas of technical staff		
18	Letter of Satisfaction after sale service by the client who has purchase of minimum 05 million		
19	Presentation of company, its products and repair & maintenance facilities for demonstration, word format of specifications (in soft form in USB)		
20	Technical Brochures/ catalogues of goods quoted, mentioning its specifications, manufacture's Brand and model etc. in hard & in word format.		
21	On letter head certificate that supplier will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.		
22	On letter head certificate that supplier is not black listed etc (as per certificate provided in bidding document)		
23	One original and one copy of Bid provided		

Stamp & Signature of Bidder _____

Tender Registration No. PUT/T-Reg/2023-24/ dated: _____

Issued to: _____



Punjab University of Technology Rasul

BIDDING DOCUMENTS FOR National Competitive Bidding

Procurement of Equipments for Machine Tools Lab and Workshops

Bid Reference No:	PUT/PMU/ 2023-24/12
Package No.12 Package Name:	Equipments for Machine Tools Lab and Workshops
Procurement Procedure & Method	Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)
Last Date & Time of Receipt of Bids	As per Advertisement
Bid Opening Date & Time:	As per Advertisement

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Section-I: INVITATION TO BIDS TENDER NOTICE

Punjab University of Technology Rasul invites sealed bids/proposals from well-reputed and financially sound firms/suppliers having sufficient relevant experience as per bid documents, registered with Income Tax and Sales Tax Departments as per PPRA rules for purchase of goods for the ADP Scheme titled “Provision of Infrastructural Academic and Operational facilities to the Punjab University of Technology Rasul M.B.Din” in lots/packages given below to be delivered and equipments installed (if any) in concerned Lab(s), at PUT Rasul on DDP (Duty Delivered Paid) basis more specifically described in Technical Specifications.

Tender No.	Description of Packages	Estimated Cost/ Bid Security (Rs.)	Mode of Procurement	Closing Date & Time and opening time	Bid rates Validity & Delivery Period
PUT/PMU/ 2023-24/12	Package/ lot No. 12 Equipments for Machine Tools Lab and Workshops	39,993,000/ 800,000	single stage two envelope procedure on cumulative cost basis	25.09.2023 11:00AM 11:30AM	120 days 100 days

Interested eligible bidders can obtain bid documents in English language containing detailed item specifications, quantity and terms & conditions from office of the Project Director, Punjab University of Technology Rasul from 09:00AM. to 03:00PM. on any working day (Monday to Friday), on submission of written application and upon payment of non-refundable tender fee Rs. **5000/-** per package which should be deposited in university account No. **3174230619** NBP GSE Rasul Branch code 0469, Account Title: “Punjab University of Technology Rasul, Fund”. Bid documents can also be downloaded from websites of PPRA or from Punjab University of Technology Rasul www.putrasul.edu.pk. In this case, tender fee can be transferred/ deposited online per package and send scanned copy of online transfer /deposit receipt by email before closing date for issuance of bid registered number. In case of any query, guidance can be sought from Imtiaz Ahmad Awan, Procurement Officer of the University. (Tel: +92 (336) 1031892, Email: rasulian786@gmail.com).

The sealed bids/proposals marked with Tender for relevant Package No. & name supported with Financial Proposal along with a bid security as given against each lot above in shape of **CDR/ Bank Guarantee** in favor of the **Punjab University of Technology Rasul** should reach in the Office of Project Director, **Punjab University of Technology Rasul** latest by **closing date & time given above**. Bids will be opened on the same day after **30 minutes of closing time** by the Procurement Committee, in the presence of the bidders or their authorized representatives who wish to attend the meeting.

PUT Rasul will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case the last date of submission of bids falls on closed official days/ holidays, the date for submission and opening of the bids shall be the next working day (Monday to Friday). University NTN is 9022261-4.

- **Bid documents will be issued from the date of publication of Tender Notice.**
- **Last date of issuance of bid documents is September 18,2023.**

Note: Procurement shall be governed by Punjab Procurement Rules, 2014.

Project Director (PMU), Punjab University of Technology Rasul

Section II Instructions to Bidders (ITB)

General Instructions

2.1. Introduction

2.1.1 Scope of Bid	i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. Bidders must submit bids of all items of the lot. The successful bidder will be responsible for delivery, installation & commissioning (if any) of all items at consignee's end in new, safe, sound and in operational condition within the specified period and timelines as stated in the Bid Data sheet (BDS).
2.1.2 Source of Funds	i) PUT Rasul has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
2.1.3 Eligible Bidders	i) This Invitation for Bids is open to all suppliers, except as provided hereinafter. ii) Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate). iii) Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate). iv) The Bidders must have NTN and STRN and active tax payer status v) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. vi) A Bidder may be ineligible if – a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent; b) Payments in favour 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 established 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 debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014. f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014. g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
2.1.4. Eligible Goods and Services	i) All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services. ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. iii) The origin of goods and services is distinct from the nationality of the Bidder.
2.1.5 Cost of Bidding	i) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2.1.6 One person one Bid	i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

	<p>ii) 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.</p> <p>iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.</p>
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2.2. The Bidding Documents

2.2.1 Content of Bidding Documents	<p>i) The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> (a) Instructions to Bidders (ITB) (b) Technical Specifications (c) Bid Data Sheet (d) General Conditions of Contract (GCC) (e) Special Conditions of Contract (SCC) (f) Schedule of Requirements (g) Bid Submission Form (h) Manufacturer's Authorization Form (if applicable) (i) Bidder Profile Form (j) General Information Form (k) Affidavit (l) Bid Security Form (if bid security as bank guarantee) (m) Technical Bid Form (n) Contract Form (at the time of contract signing) (o) Financial Bid Form/ Price Schedule (p) Performance Guarantee Form/ CDR (at the time of contract signing) (q) Draft Integrity Pact (if applicable) (r) Certificate (s) Bidders Commentary Form (t) Check list <p>ii) The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> <p>iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.</p> <p>iv) 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 from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.</p>
2.2.2 Clarification of Bidding Documents	<p>i) A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Bid Data Sheet. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three (7) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p> <p>ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.</p> <p>iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any</p>

	<p>request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above.</p> <p>iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.</p> <p>v) 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.</p> <p>vi) 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 and by uploading same on the website of the procuring agency. 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 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
2.2.3 Amendment of Bidding Documents	<p>i) At any time prior to the deadline for submission of bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>ii) All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.</p> <p>iii) In order to allow prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.</p>

2.3. Preparation of Bids

2.3.1 Language of Bid	<p>i) 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 language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder should be in same language.</p>
2.3.2 Bid Form	<p>i) The Bidder shall complete the Bid Form and Price Schedule (Financial Bid) furnished in the bidding documents, indicating the goods to be supplied, a brief description of goods, their country of origin, brand, model, quantity and prices.</p>
2.3.3 Bid Prices	<p>i) Item wise total price in figures and grand total price, in words and figures should be quoted at the respective columns of the Bid Form. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.</p> <p>ii) Prices indicated on the bid form shall be delivered duty paid (DDP) prices.</p>
2.3.4 Bid Currencies	<p>i) Full and final prices shall be quoted in Pak Rupees</p>

2.3.5 Documents Establishing Bidder's Eligibility and Qualification	<ul style="list-style-type: none"> i) The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3. iii) The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction: <ul style="list-style-type: none"> (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's/ Authorized Dealer's Authorization Form No. 8.3] or producer/Authorized dealer to supply the same in Pakistan; (b) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract; (c) that, 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 that country 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; and (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
2.3.6 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	<ul style="list-style-type: none"> i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract. ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment. iii) The documentary evidence of conformity of the goods and services 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 and performance characteristics of the goods; (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. iv) For purposes of the commentary to be furnished, 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. <ul style="list-style-type: none"> (a) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of Procuring Agency's clarifications, that the machinery & equipment to be supplied will

	<p>conform to the required / bid specifications. The procuring agency reserve the rights to accept or reject the clarification.</p> <p>(b) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.</p> <p>(c) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.</p> <p>v) Where a sample(s) is required by a procuring agency, the sample shall be:</p> <p>(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</p> <p>(b) carriage paid;</p> <p>(c) received on, or before, or after technical bids the closing time and date for the submission of bids as specified in DBS; and</p> <p>(d) Evaluated to determine compliance with all characteristics listed in the BDS.</p> <p>vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-</p> <p>(a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</p> <p>vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p> <p>viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.</p> <p>ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p> <p>x) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.</p> <p>xi) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.</p>
2.3.7 Bid Security	<p>i) The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p> <p>ii) 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 Clause 2.3.8.</p> <p>iii) The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>(a) Bank guarantee or Call Deposit Receipt (CDR), valid for thirty (30) days beyond the validity of bid.</p> <p>iv) Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Procuring Agency as nonresponsive</p>

	<p>v) Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency as rule 38(2)(a)(vii) of PPR14.</p> <p>vi) The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance guarantee.</p> <p>vii) The bid security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract Or</p> <p>(ii) to furnish performance guarantee</p> <p>(iii) If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.</p>
2.3.8 Period of Validity of Bids	<p>i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.</p> <p>ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.</p>
2.3.9 Format and Signing of Bid	<p>i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.</p> <p>ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.</p> <p>iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. 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, shall be signed and stamped by the authorized person.</p> <p>iv) Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.</p>

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids	<p>i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The bidder should submit technical and financial bids in two separate envelopes clearly marking "Technical Bid" and "Financial Bid" covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.</p>
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	<p>ii) The inner and outer envelopes shall:</p> <p>(a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and</p> <p>(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE. (Time and date),” the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.</p> <p>iii) The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>iv) If the outer envelope is not sealed and marked properly, the Procuring Agency will assume no responsibility for the bid’s misplacement or premature opening.</p> <p>v) Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.</p>
2.4.2 Deadline for Submission of Bids	<p>i) Bids must be received by the Procuring Agency at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.</p> <p>ii) The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
2.4.3 Late Bids	<p>i) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder.</p> <p>ii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.</p>
2.4.4 Modification and Withdrawal of Bids	<p>i) The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.</p> <p>ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i). A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>iii) No bid may be modified after the deadline for submission of bids.</p> <p>iv) No bid may be withdrawn 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 Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security (along with other remedies available under PPR-14).</p> <p>v) Revised bid may be submitted after the withdrawal of the original bid by written notice before the deadline for submission of Bids.</p>

2.5. Opening and Evaluation of Bids

2.5.1 Opening of Bids by the Procuring Agency	<p>i) The Procuring Agency will open all bids, in public, in the presence of bidders or bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders or bidders’ representatives who are present shall sign an attendance sheet evidencing their presence.</p> <p>ii) First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be</p>
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	<p>permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>iii) Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.</p> <p>v) Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder, pursuant to 2.4.3 (i)</p> <p>vi) The financial bids of only technically qualified bidders will be opened. Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.</p> <p>vii) Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>viii) The Procuring Agency will prepare minutes of the bid opening.</p> <p>ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.</p>
2.5.2 Confidentiality	<p>i) 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 in accordance with the requirements of rule 37 of PPR-14.</p> <p>ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.</p> <p>iii) Notwithstanding ITB Clause 2.2.2 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.</p>
2.5.3 Clarification of Bids	<p>i) During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. The request for clarification and the response shall be in writing or in electronic forms, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>ii) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.</p>
2.5.4 Preliminary Examination	<p>i) The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have properly been signed, and whether the bids are generally in order.</p> <p>ii) Arithmetical errors will be rectified on the following basis.</p> <p>a) If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p> <p>b) If there is a discrepancy between words and figures, the amount in words will prevail.</p>

	<p>iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive bid is one which most closely conforms to all the terms and conditions of the bidding documents without deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 2.3.8), Applicable Law (GCC Clause 30), Taxes and Duties (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.</p> <p>iv) If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p> <ol style="list-style-type: none"> Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4; Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; Has been properly signed; Is accompanied by the required securities; and Is responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
2.5.5 Examination of Terms and Conditions; Technical Evaluation	<ol style="list-style-type: none"> 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. The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS, have been met without material deviation or reservation. If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.
2.5.6. Correction of Errors	<ol style="list-style-type: none"> Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ol style="list-style-type: none"> 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; 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 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. Where there is discrepancy between grand total of 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. The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. 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 2.3.8.
2.5.8 Post-Qualification & Evaluation of Bids	<ol style="list-style-type: none"> In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily as per evaluation criteria listed in BDS & ITB clause 2.1.3. The determination will take into account the Bidder's experience, Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/ qualification expressed in BDS as the Procuring Agency deems necessary and appropriate. The Procuring Agency will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

	<p>iv) The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.</p> <p>v) The Procuring Agency's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties. A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.</p>
2.5.9 Contacting the Procuring Agency	<p>i) No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.</p> <p>ii) Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.</p>
2.5.10. Grievance Redressal	<p>i) As per Rule-67 of PPR-14, Procuring Agency has constituted a Grievance Redressed Committee (GRC) with proper powers and authorization to address the complaints.</p> <p>ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.</p> <p>iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.</p> <p>iv) 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 ten days after the announcement of the Final evaluation reports. In case of single stage – two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).</p> <p>v) In case, the complaint/grievance 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.</p> <p>vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>

2.6. Award of Contract

2.6.1. Notification of Award	<p>i) Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>ii) The notification of award will constitute the formation of the Contract.</p> <p>iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).</p>
2.6.2 Performance Guarantee	<p>i) Within seven (07) days of the receipt of notification of award, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.</p>

	ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.
2.6.3 Signing of Contract/ Issuance of Purchase Order	<p>i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties. Within seven (07) days of issuance of notification of award, the successful Bidder shall sign, stamp and date the contract.</p> <p>ii) The procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.</p>
2.6.4 Award Criteria	i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 I(iv) of PPR-14 (not more than 15%).
2.6.6 Procuring Agency's Right to Accept or Reject All Bids	<p>i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Procuring Agency's action.</p> <p>ii) The Bidders shall be promptly informed about the rejection of the Bids, if any.</p> <p>iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.</p>
2.6.7 Re-bidding	i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8 Corrupt or Fraudulent Practices	<p>i) The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:</p> <p>(a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in contract execution; and</p> <p>(b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,</p> <p>(c) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:</p> <p>i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;</p> <p>iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p>

	<p>iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”</p> <p style="text-align: center;">ii) Blacklisting & Debarment:</p> <p>Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.</p> <p>Requirements & Procedure for Blacklisting & Debarment:</p> <p>As per S-17A of PPRA, Act, 2009:</p> <p>“17A. Blacklisting. – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.</p> <p>(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.</p> <p>(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.</p> <p>(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]</p> <p>As per rule 21 of PPR-14:</p> <p>21. Blacklisting. –(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:</p> <p>(a) acted in a manner detrimental to the public interest or good practices;</p> <p>(b) consistently failed to perform his obligation under the Contract;</p> <p>I not performed the Contract up to the mark; or</p> <p>(d) indulged in any corrupt practice.</p> <p>(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:</p> <p>(a) shall forward the decision to the Authority for publication on the website of the Authority; and</p> <p>(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.</p> <p>(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.</p> <p>(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.</p> <p>(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.</p> <p>(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.</p> <p>As per Schedule appended with PPR-14:</p> <p style="text-align: center;">SCHEDULE</p> <p>see sub-rule (6) of rule 21</p> <p>BLACKLISTING MECHANISM OR PROCESS</p>
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	<ol style="list-style-type: none"> 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor. 2. The show cause notice shall contain: <ol style="list-style-type: none"> (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 I 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. 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. 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. 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. 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. 7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed. 8. 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. 9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority. 10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website. 11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation. 12. The Authority shall immediately publish the information and decision of blacklisting on its website. 13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions. 14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions. 15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting. 16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier. 17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.” iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.
2.6.9 Verification	<ol style="list-style-type: none"> i) Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.

Section-III. Technical Specifications

3.1. Technical Specifications

Note: (1) It is mandatory for Bidder to present pre-delivery demonstration/ Inspection to the Procuring Agency at bidder's cost. Operational manual and maintenance manual in English language both in pdf format and hard form are mandatory for all machinery, equipment, apparatus, instruments.
(2) Manufacturer's Authorization letter is mandatory for each equipment costing more than Rs. 20,000/-.
Equipments of higher specifications will also be accepted.

(Machine Tools Lab and Workshops)

8 Machine Tools Labs

Sr. No	Name of Equipment	Quantity
1	Tool Room Lathe with Instrumentation Precision Bench Lathe <ul style="list-style-type: none"> Distance between Centres 700mm Swing over Bed 280mm Swing over Cross-slide 145mm Width of Bed 135mm Taper of Spindle Bore MT4 Spindle Bore 26mm Number of Spindle Speeds Variable range of Spindle Speeds 50~2500rpm Range of Longitudinal Feeds 0.07-0.20mm/ range of Inch Threads 8-56T.P.I Range of Metric Threads 0.2-3.5mm Top Slide Travel 50mm Cross-lade Travel 115 Tailstock Quill Travel 70m Taper of Tailstock Quill MT2 Motor 1200w Packing Size (LxWxH) 1390x700x630mm Net Weight 180kgs STANDARD ACCESSORIES: <ul style="list-style-type: none"> 125mm 3-Jaw Chuck 125mm 4-Jaw Chuck Fixed & Travelling Steadies Machine Tray Rear Splash Guard Lathe Tool Set Interlocked Lathe Chuck Guard Chip Guard Motor 1-2 HP, 400V-3 PH-50 Hz"	1
2	Capstan Lathe Capstan Lathes are productive machines, suitable for Turning, Drilling, Boring, Facing & Threading with full Norton Gear Box with Semi-Skilled operating pieces of Jaw Chuck. CROSS SLIDE: Having Hand & Auto longitudinally as well as Transverse feed. Threading range 4 to 60 T.P.I. through full Norton Gear Box, 4 speeds are provided self-shaft for fine & rough turning for Cross Slide & Turret feed. Also longitudinal stop provided. HEAD STOCK: All geared & running parts of Head Stock are Heat-Treated & Ground Mounted on Heavy Duty Tapered Roller Bearings & running in oil bath. TURRET HEAD: The Turret Slide is provided with longitudinal power feed & hand operated feed. Longitudinal stop is also provided & the Stop Rod revolves automatically together with the rotating Turret Head. <ul style="list-style-type: none"> Hardened & Ground standardised spindle with standard fitting of A-20. Compact design for small components. Hardened & ground standardised spindle with standard fittings of A-25. Precision Run out. back Operated Center. 	1

	<ul style="list-style-type: none"> • Taper nose handened & Ground alloy steel spindle with precision run out. Well ribbed & ground ways of bed. Multi disc friction clutch of 8 kgf. is provided in head stock for quick variation in speed. • Spindle with Standardised fittings & A-40 collet with 6 speed head stock fitted with friction clutch. Well ribbed & Ground ways of Bed. • Standarised Spindle with Standard fittings of A-25. Well Ribbed & Ground ways of Bed. • Hand operated dead length bar Chuck, One collet, Cross Slide with two tool posts. Bar feed, Splash guard, Spanner set, Allen key set. <p>STANDARD EQUIPEMENT:</p> <ul style="list-style-type: none"> • Hand operated dead length bar Chuck, One collet, Cross Slide with two tool posts. Bar feed, Splash guard, Spanner set, Allen key set. • One couplin 165mm for Spindle taper nose, Cross slide with two tool posts, Manual turret, Spanner set, Allen key set, oil cane and Motor pulley. <p>EXTRA EQUIPMENT:</p> <ul style="list-style-type: none"> • Vertical Slide • Chuck Plate • Coolant Pump & its fittings & Panel Board • 2 Hp. ISI marked Motor • Screw Operated tail stock • Coolant Pump • Panel Board • Bar Feed Attachment • Collet Chuck • 3 HP. ISI marked Motor • Feed for turret slide • Technical Specifications • Spindle Hollow: 62 • Maximum Collet Capacity: 60 • Range of Spindle Speeds: 90-1000 • Effective Strokes of Turret Slide: 180 • Bore Size in Turret Hex Head: 32 • Center of Holes above Turret Slide: 55 • Max. distance between spindle nose to turret face: 430 • Cross slide Transverse Travel: 150 • Cross Slide Longitudinal: 300 • Length of Bed: 1375 • Width of Bed: 230 • Height of Center above Bed: 190 • Floor Space required: 3m x 1m • Net Weight of Machine: 1850 • Packing Size (Approx): 5 x 3 x 5 fts. 	
3	<p>Surface Grinder</p> <p>TECHNICAL SPECIFICATION</p> <ul style="list-style-type: none"> • Working Surface of Table 150 x 450mm • Max: Table Travel 483mm • Max Cross Travel 178mm • Distance between Table & Spindle Centre 361mm • Max Table Load 100kgs • Nos of 'T' Slots 1 • Size of 'T' Slots 14mm • Grinding Wheel 180 x 13 x 31.75mm • Spindle Speed 2850rpm • Vertical Hand-wheel – 1 grad 0.005mm • Spindle Motor 1.1Kw • Dust Collection Motor 0.55Kw • Coolant Motor 90w • Floor Space 1900 x 1300mm • Overall Dimensions 1140 x 1060 x 1900mm • Net Weight 560kgs <p>FEATURES</p> <ul style="list-style-type: none"> • One Shot Lubrication • Ball Bearing Slides 	1

	<ul style="list-style-type: none"> • Heavy Duty Cast Construction • Superior Quality Motor • Surface Roughness Ra0.2um STANDARD ACCESSORIES <ul style="list-style-type: none"> • Coolant System • Halogen Lamp • Grinding Wheel • Wheel Guard • Splash Guard Permanent Magnetic Chuck	
4	Cylindrical Grinder Specification: Centre Height: 200 / 250 mm Swing Diameter: 395 / 495 mm Max. Grinding Length: 1000 / 1250 / 1500 / 1700 mm Grinding Wheel Dia.: 400 / 500 mm Grinding wheel width: 40 / 50 / 63 mm Rapid Approach: 50 mm Workhead centre: 4 / 5 MT Tailstock centre: 4 / 5 MT Features: <ul style="list-style-type: none"> • Slide ways coated with 'TURCITE-B' • Hydrodynamic bearings for wheel spindle • Centralized Lubrication System Optional: <ul style="list-style-type: none"> • Internal Grinding Attachment • Automatic Plunge & Traverse Grinding Cycle • Workhead & Wheelhead spindle with Anti Friction bearings. In process gauging system	1
5	Pillar Drill <ul style="list-style-type: none"> • Drilling Capacity: 32mm • Tapping Capacity: M24 • Spindle Taper: MT3 • Number of spindle speeds: 05 • Range of Spindle speeds: 250-2000 RPM • Distance between spindle axis to pillar: 265mm • Vertical movement of work table: 650mm • Circular work table size: 380 x 400mm • Height from spindle max nose to work table: 820mm • Height from spindle nose to base: 1235mm • Base plate size: 600X400mm • Motor rating: 3ph/440v/50 Hz: 1.5kW With automatic feed and depth stop and starter for ON/OFF.	1
6	Shaper Stroke length: 400-450mm No. of speeds: 2-8 Strokes per minute: 20-130 Vertical Travel of tool slide: 150 mm (Minm.) Motor rating: 3 ph, 2-2.5 KW Shaper Vice (Swivel Base): 250-300 mm width of jaws. Standard accessories Machine handles set of spanner (Minimum 5 Pcs) Ellen Key set (Minimum 7 Pcs)	1
7	Universal Milling Machine Table size: 1000x250mm Number of T-slots: 3 T-slot size: 14-16mm Spindle to table: 0-350mm No. of spindle speeds: 12 steps Spindle speed range: 40 to 1300 rpm Swivel of table: 45°	1

	Spindle taper: Horizontal: ISO40, Vertical: ISO40 Table travel Vertical: 300-400mm Table Travel Cross: 250-350mm Main spindle motor: 3Ph, 3KW(Minimum) Coolant pump STANDARD ACCESSORIES <ul style="list-style-type: none"> • Milling Machine vice • Tail stock Milling arbor: 400mmxΦ27mm Milling arbor: 400mm x Φ22mm Stub arbor: Φ27mm Stub arbor: Φ22mm Tool Kit: (Wrench 8",10",12", Gear Puller, Screw Driver Set, Plier, Nose Plier, Grip Plier) Spanner Set: 7 Pcs minimum <ul style="list-style-type: none"> • Metric Collet holders & collets L-Key set (minimum 10 pcs). • Coolant System, • Low voltage Machine light, • Centralized lubrication, • Table guard, • 3 Axis Digital Read Out, • Chip tray for Base, • Dividing head (Ratio 40:1) Swivel based, • 3 jaw chuck (outer and inner jaws), • Gear set of 12 gears, • Spiral index system, • Standard indexing plates, • Differential and direct indexing, • Slotting head Universal Head (Vertical), Rotary Table	
8	Tool & Cutter Grinder <ul style="list-style-type: none"> • Air Bearing Stroke 250mm • Swing over Table 245mm • Cutting Tool Capacity 50mm Shank, 225mm O.D • 250mm Length • Table Feed Graduations 0.02mm • 'T' Slot Size 12mm • Swivel Adjustment of Table 15° • Longitudinal Travel 150mm • Cross Travel- Wheel Table 75mm • Max Motor Assembly Travel • across Table 150mm • Maximum Wheel Size 125 x 50 x 31.75mm (cup) • Tilt Adjustment of Wheel head +30° -5° • Speed of Wheel 3450rpm • 01 1,714,300.00 1,714,300.00 Spiral Attachment compatible with the machine	1

9 Workshops

Sr. No	Name of Equipment	Quantity
1	Center Lathe Machine Gear Driven Lathe Machine Centre height: 165 mm Maximum swing over bed: 330mm Distance between centers: 910mm Spindle bore: 38 mm <ul style="list-style-type: none"> • Spindle taper – MT5 with socket • Tailstock taper – MT3 • Cast Iron Bed Number of spindle speeds: 8	4

	<p>Range of spindle speeds: 65-1810 rpm</p> <p>Metric threads (32 pitches): 0.4-7mm</p> <p>Imperial thread (54 pitches): 4-60 TPI</p> <p>Lead screw dia./pitch: 22/3 mm</p> <p>Travel of compound slide: 75mm</p> <p>Travel of cross slide: 130mm</p> <p>Tailstock quill travel: 100mm</p> <p>Main Motor 3phase: 1.5 KW</p> <ul style="list-style-type: none"> • Coolant Motor <p>Tool Section: 16mm</p> <p>Net Weight of machine: 700 Kg without any attachment and accessories</p> <p>Standard Accessories:</p> <p>160mm 3 jaw chuck (Universal)</p> <p>200mm 4 jaw chuck (Independent)</p> <p>250mm face plate</p> <ul style="list-style-type: none"> • Fixed steady • Traveling steady • Electrically interlocked chuck guard • 4 way indexing tool post stand • Tool post chip guard • Rear splash guard • Spindle foot brake • Thread dial indicator • Coolant system • Low volt machine light <p>Tool box (Spanner Set, L-Key Set, Wrench 10", Puller, Screw Driver Set, Plier, Nose Plier, Grip Plier)</p>	
2	<p>Universal Milling Machine with accessories</p> <p>X- axis 420 mm</p> <p>Y- axis 420 mm</p> <p>Z- axis 350 mm</p> <p>Working surface: 220 x 975 mm</p> <p>Comprehensive Tool Kit and standard accessories</p>	1
3	<p>Heavy Duty Shaping Machine</p> <p>Stroke length: 400-450mm</p> <p>No. of speeds: 2-8</p> <p>Strokes per minute: 20-130</p> <p>Vertical Travel of tool slide: 150 mm (Min.)</p> <p>Motor rating: 3 ph, 2-2.5 KW</p> <p>Shaper Vice (Swivel Base): 250-300 mm width of jaws.</p> <ul style="list-style-type: none"> • Standard accessories • Machine handles set of spanner (Minimum 5 Pcs). <p>Ellen Key set (Minimum 7 Pcs)</p>	1
4	<p>Power Hack Saw</p> <p>Hydraulic Power Hacksaw, variable cutting pressure, quick return of frame, cooling pump.</p> <p>Capacity Ø: 180-225 mm</p> <p>Capacity∅: 230 x 230 mm</p> <p>Miter 45 degree: 190mm</p> <p>Strokes/ mint: 40-160</p> <p>Blade size: 450 x 32 x 1.6mm</p> <p>Motor rating: 3 ph 440v/50 Hz. 0.75-1.5 KW</p> <p>Adjustable material stand: 450-650mm</p> <p>Width of stand: 350mm</p> <p>Separate motor operated: 01</p> <p>coolant supply attachment</p>	1
5	<p>High Speed Pillar Drilling Machine</p> <ul style="list-style-type: none"> • Drilling Capacity: 32mm • Tapping Capacity: M24 • Spindle Taper: MT3 • Number of spindle speeds: 05 • Range of Spindle speeds: 250-2000 RPM • Distance between spindle axis to pillar: 265mm 	1

	<ul style="list-style-type: none"> • Vertical movement of work table: 650mm • Circular work table size: 380 x 400mm • Height from spindle max nose to work table: 820mm • Height from spindle nose to base: 1235mm • Base plate size: 600X400mm • Motor rating 3ph/440v/50 Hz: 1.5kW <p>With automatic feed and depth stop and starter for ON/OFF.</p>	
6	Wood Planer Machine Table Area (D x W/in.): 25-3/4 x 20 Maximum Planning (W/in.): 20 Maximum Planning (T/in.): 6 Full Width Cutting Depth (in.): 3/32 Minimum Planning Depth (in.): 6-3/4 Knives: 4 Blade Size: (L x W x T/in.): 20 x 1 x 1/8 Cutter-head Speed (RPM): 5,000 Cuts per Minute: 20,000 Cutter-head Diameter (dia./in.): 3-3/16 Feed Rate (FPM): 24 & 31 Dust Chute Diameter (dia./in.): 5 Overall Dimensions (L x W x H/in.): 26x36-5/8x41-3/8 Motor: 3HP, 1Ph, 230V	1

Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Punjab university of Technology Rasul The subject of procurement is: Equipments for Machine Tools Lab and Workshops Period for delivery of goods: 100 days Commencement date for delivery of Goods: immediately on signing the contract and issuance of Procurement/Supply order
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2023-24 Name of Project: Provision of Infrastructural, Academic and Operational Facilities to the Punjab University of Technology Rasul MB Din Name of financing institution: Government of Punjab (Development Fund) Name and identification number of the Contract: Equipments for Machine Tools Lab and Workshops (PUT/PMU/ 2023-24/12)
3.	2.1.3	provide relevant certificates of non-debarred/ non-blacklisting, NTN, STRN, non-bankrupt, non-involvement in corrupt and fraudulent practices
4.	2.1.4	Ineligible countries are: India and Israel
5.	2.3.6 (iii)	Authorization by manufacturer/dealer/seller: required on Form 8.3 Qualification requirements. The potential bidder must also fulfill the following: Technical Brochures of goods quoted, mentioning its specifications, manufacturer's Brand and model etc.
B. Bidding Documents		
6.	2.2.2 (i)	The address for clarification of Bidding Documents: Procurement Officer, Punjab University of Technology Rasul. 0336-1031892, email: rasulian786@gmail.com
7.	2.2.2 (iv) 2.2.2(v) 2.2.2(vi)	Date of Uploading of responses to clarifications (if any) on procuring agency website: on 21-9-23. Pre-bid meeting will be held on 18-09-2023 at 11:00AM in conference room of PUT Rasul Minutes of Meeting along with clarification will be uploaded on PUT Rasul website on 21-9-23.
8.	2.3.9	The number of bidding documents to be completed and returned is in one original and one copy.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Language of the bid – English and other documents brochures etc., if not available in English will be provided after translation in English language by approved translation agency.
10	2.3.4	The Full and final prices shall be quoted in Pak Rupees The price quoted shall be Delivered Duty Paid.
11.	2.3.4	The Full and final prices shall be quoted in Pak Rupees
12.	2.1.4 (ii)	<u>Country of origin:</u> Origin in eligible source countries, as per policy of Govt. of Pakistan
D. Preparation and Submission of Bids		
13.	2.1.3	Qualification Criteria/Knock down criteria. a) NTN registration certificate of firm. Attested copy b) General Sales Tax registration certificate of firm. Attested copy c) Active Tax Payer Status FBR d) Professional Tax certificate 2022 or latest. Attested copy e) Average Annual Turnover for last 5 years must be Rs. 50 million or More (provide last 05 years "2018,2019, 2020, 2021 & 2022" Income Tax Returns) f) Technical Brochures of goods quoted, mentioning its specifications, manufacture's Brand and model. g) certificate of legally and financially autonomous & operation of non-dependency to Government under commercial law (for Government-owned enterprises). h) Firm must be in operation from last 05 years (NTN registration 05 years old) i) Technical Brochures/ catalogues of goods quoted MUST be attached j) An affidavit on legal stamp paper worth Rs. 300 to the effect that

		<ul style="list-style-type: none"> Bidder is neither currently blacklisted or debarred from any government / semi-Government organization nor is any litigation pending in this regard. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. The provided information is correct. <p>k) Bidder is authorized for supply of goods for this tender from the manufacturer /authorized Partner/ distributor/ dealer/ seller as given in specifications (provide certificates form 8.3)</p> <p>l) Registration of the Bidder with relevant forums/ organizations.</p>
14.	2.3.6&2.3.7	Spare parts may be required for 05 years of operation. Supplier will provide certificate that he will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.
15.	2.4.2 (i)	Bid shall be submitted to: Project Director, Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
16.	2.4.2 (ii)	Deadline for Bid submission: As per Advertisement of this package and can be amended as per need.
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening. 30 minutes after closing time of bid submission in Conference Room of Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
18.	2.6.2	Amount of Performance Guarantee is: ten percent (10%) of the contract amount in shape of Bank Guarantee, Call Deposit in favour of Punjab University of Technology Rasul valid for warranty period.
19.	2.3.7	Estimated Contract Price is: Rs. 39,993,000/- Amount of Bid security is about 2% of estimated price= Rs. 800,000/- Bid security in shape of Call Deposit Receipt (CDR) in favour of Punjab University of Technology Rasul valid for warranty period.
20.	2.3.8	Bid validity period after opening of the Bid is: 120 days
21.	2.3.9	Number of copies of the Bid to be provided are: one original & one copy
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: As per advertisement, 30 minutes after closing time of bid submission.
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes only in Pak Rupees.

F. Bid Evaluation Criteria

1. Evaluation Criteria			
ITB 2.5.8	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price package wise offered by the qualified responsive bidder.		
	A- Mandatory Criteria As per Qualification Criteria given above/ Knock down criteria		
	B- Marking Criteria		
Sec.#	Description	Max Marks	Marks Allocation
1	Company Profile, Experience etc.	(35)	
i.	Experience in years / Market Existence From the date of NTN Registration (NTN Certificate must be attached)	10	Less than 5 years= 0 marks 5 years= 6 marks 1 Marks per year above 5 years (Maximum 10 Marks)
ii.	Value of Projects in public sector Cost of Supply/ Installation having similar nature & of value 10 million or above over last 05 years in public sector. (Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)	15	03 marks Per Project/ supply (Maximum 15 Marks)
iii.	Relevant Experience Experience of Supply / Installation having similar nature over last 05 years (5 supplies max.)	10	02 marks Per Project/ supply (Maximum 10 Marks)

	(Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)		
2	Financial Position	(30)	
i.	Sum of Annual Sales /Annual Turnover (Last five years) (Signed and stamped statement along with tax return last 05 years (2018, 2019, 2020, 2021 & 2022) must be attached, otherwise, no marks shall be awarded.)	15	30+ to 60 Million 3 Marks 60+ to 90 Million 6 Marks 90+ to 120 Million 9 Marks 120+ to 150 Million 12 Marks Above 150 Million 15 Marks (Maximum 15 Marks)
ii.	Fixed Assets (Current) (Documentary proof of tax return required)	05	1.0 to 5.0 Million 2 Marks 5.0 + to 10 Million 4 Marks Above 10 Million 5 Marks (Maximum 05 Marks)
iii.	Tax Return Active Tax Payer for Financial Year 2018, 2019, 2020, 2021 & 2022.	05	1 Mark per year (Maximum 05 Marks)
iv.	Bank Balance / Credit Limit If bank balance / credit limit up-to <u>June, 2023</u> - is equal to 10 Million or more, full marks may be awarded.	05	Otherwise, the marks may be awarded as: <u>Closing Balance or Credit Limit</u> x 05 10 million
3.	Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided)	(05)	Certificate provided 05 Marks Certificate not provided 0 Marks (Maximum 05 Marks)
4.	HR, Infrastructure & Satisfactory Supply proof	(15)	
i	HR/ Staff Strength (Payroll of-June 2023) Technical Staff (Diploma / Degree holder) List of Staff along with qualification must be attached and related final degree/ diploma/ transcripts.	10	1.5 Marks per 16-year degree holder max=06 1 mark for Diploma max=04 (Maximum 10 Marks)
ii	Letter of Satisfaction after sale service by the client who has purchase of minimum 05 million Please attach satisfaction/ appreciation letter. - (In case of missing information, no mark may be awarded.)	05	01 mark for each certificate (Maximum 05 marks)
5	<ul style="list-style-type: none"> Company Presentation & Product Demonstration=(10) Repair and Maintenance Facilities Demonstration (05) (Must provide videos for both in USB)	(15)	To be assigned by the Technical Committee (Bidder is required to give demonstration of quoted products and have the capability to Repair and Maintenance the products for 5 years, in soft form in USB duly sealed. Evaluation committee may demand physical demonstration
	TOTAL MARKS	(100)	

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. The successful bidder will have to give the demonstration of quoted items at PUT Rasul.

Qualifying Marks 50% in each section is mandatory

Minimum 65% marks are mandatory in this stage.

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15%
2.6.2	The Performance Guarantee shall be: ten percent (10%) of the contract amount
2.6.2	The Performance Security (or guarantee) shall be in the form of: CDR or Bank Guarantee in favour of Punjab University of Technology Rasul valid for warranty period.

Section V. General Conditions of Contract

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> (a) “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. (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. (c) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract. (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. (e) “GCC” means the General Conditions of Contract contained in this section. (f) “SCC” means the Special Conditions of Contract. (g) “The Procuring Agency” means the organization purchasing the Goods, as named in SCC. (h) “The Procuring Agency’s country” is Islamic Republic of Pakistan. (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract. (j) “The Project Site,” where applicable, means the place or places mentioned in the Form of Bid (k) “Day” means calendar day.
2. Application	<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>
3. Country of Origin	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</p> <p>3.2 For purposes of this Clause, “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 product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
3a. One person one bid	<p>3.4 In any procurement, one bidder may submit one bid of a specific package and if one bidder submits more than one bids of the same package, the procuring agency shall reject all such bids. However, one bidder may bid for one or more packages.</p>
4. Standards	<p>4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is</p>

	mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Procuring agency.	<p>5.1 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 so far as may be necessary for purposes of such performance.</p> <p>5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 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.</p> <p>5.4 The Supplier shall permit the Procuring Agency 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 donors, if so required by the donors.</p>
6. Patent Rights	6.1 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 the Procuring Agency's country.
7. Performance Guarantee	<p>7.1 Within seven (07) days of receipt of letter of intent/ notification of contract award, the successful Bidder shall furnish to the Procuring Agency the performance guarantee in the amount specified in SCC/ BDS & clause 2.6.2 of ITB.</p> <p>7.2 The proceeds of the performance guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or (b) a Bank Guarantee or Bank call-deposit (CDR), (c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency <p>7.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
8. Inspections and Tests	8.1 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 requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

	<p>8.2 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.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.</p> <p>8.4 The Procuring Agency post-delivery right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived 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.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
9. Packing	<p>9.1 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.</p> <p>9.2 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.</p>
10. Delivery and Documents	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.</p> <p>10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost as per delivery schedule mentioned in <i>"bid data sheet"</i> after issuance of procurement order. Delivery period can be extended by the Procuring Agency on the written request of the contractor, giving compelling reasons for delay in delivery.</p> <p>10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms</p> <p>10.4. Documents to be submitted by the Supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.</p>
12. Transportation	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, transport to such place of destination in the Procuring Agency's country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
13. Incidental Services	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

	<p>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual in English for each appropriate unit of the supplied Goods;</p> <p>(d) In case of specialized items, supplier will provide necessary training to the PUT Rasul staff / faculty free of cost on-site, in assembly, start-up, operation, maintenance, and repair of the supplied Goods. The terms and conditions for such training, may however, be mutually decided between the PUT Rasul and the successful bidders, if so required.</p> <p>13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:</p> <p>(i) the prevailing rates charged for other parties by the Supplier for similar services; and</p> <p>(ii) original price of goods.</p>
14. Spare Parts	<p>14.1 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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of Procuring Agency.</p>
15. Warranty	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, 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's 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 the country of final destination.</p> <p>15.2 Bidders must provide one-year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.</p> <p>15.3 The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 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.</p> <p>15.5 If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring</p>

	Agency may have against the Supplier under the Contract/ relevant provision of PPA-14 including Blacklisting.
16. Payment	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>16.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 12, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3 The currency of payment is Pak. Rupees.</p>
17. Prices	<p>17.1 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.</p>
18. Change Orders	<p>18.1 The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) the Services to be provided by the Supplier. <p>18.2. 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's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.</p>
19. Contract Amendments	<p>19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.</p>
20. Assignment	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.</p>
21. Sub-contracts	<p>21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2. Subcontracts must comply with the provisions of GCC Clause 20.</p>
22. Delays in the Supplier's Performance	<p>22.1 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.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing 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</p>

	<p>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.</p> <p>22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
23. Liquidated Damages	<p>23.1 Subject to the Clause 25, 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 or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.</p>
24. Termination for Default	<p>24.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract / bidding documents, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <ul style="list-style-type: none"> (d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following: <ul style="list-style-type: none"> i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

	<p>iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process</p> <p>vi The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the Procuring Agency. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the Procuring Agency), the contract may be considered for termination or cancellation.</p> <p>On the happening of any of the above event, the performance guarantee will be forfeited.</p> <p>24.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, “Force Majeure” means wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, 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.</p> <p>25.4 The procuring agency may extend the delivery period in case of force majeure with or without imposing penalty.</p>
26. Termination for Insolvency	<p>26.1 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</p>

	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.
27. Termination for Convenience	<p>27.1 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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 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 prices. For the remaining Goods, the Procuring Agency may elect:</p> <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.
28. Resolution of Disputes	<p>28.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p>
29. Governing Language	29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
31. Notices	<p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's address specified in SCC.</p> <p>31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
32. Taxes and Duties	32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
33. Provision of Sample	33.1 The procuring agency can demand sample of any good for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.
34. Repeat Order	34.1 The contractor may provide Machinery & Equipment on repeat order (not exceeding 15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

Section VI. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)	<p>GCC 1.1 (g) The Procuring Agency is: Punjab University of Technology Rasul</p> <p>GCC 1.1 (h) The Procuring Agency's country is: Islamic Republic of Pakistan</p> <p>GCC 1.1 (i) The Supplier is: [Bidder to provide detail here]</p> <hr/> <p>GCC 1.1 (j) The Project Site is: PUT Rasul, 13km Sarai Alamgir Road, Mandi Bahauddin.</p>
2. Country of Origin	GCC Clause 3 All countries except India & Israel
3. Performance guarantee (GCC Clause 7)	3.1 The amount of performance guarantee, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.
4. Inspections and Tests (GCC Clause 8)	<p>4.1 Pre-delivery / Post-delivery Inspection will be arranged at PUT Rasul. The acceptance parameters are as following:</p> <ol style="list-style-type: none"> 1. Confirming to the contractual specifications of items 2. Satisfactory performance of functional test of the equipment 3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
5. Packing (GCC Clause 9)	Packing should ensure safe and sound delivery at site.
6. Delivery and Documents (GCC Clause 10)	<p>6.1 Upon delivery, the Supplier shall provide the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and (vii) Certificate of origin. <p>Note: The above documents at Sr.# (i) would be required even if the equipment has already been imported and is available with the supplier ex-stock.</p>
7. Insurance (GCC Clause 11)	7.1 The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.
8. Incidental Services (GCC Clause 13)	<p>8.1 Incidental services to be provided are:</p> <ol style="list-style-type: none"> a. At site complete training of Procuring Agency's nominated staff free of cost regarding maintenance and operation of Goods (if required by Procuring Agency).

	b. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, without extra cost, starting from final acceptance of goods.
9. Spare Parts	GCC 14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within seven (7) days for local and within two (2) months for foreign be supplied of placing the order and opening the letter of credit.
10. Warranty (GCC Clause 15)	<p>10.1 In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. 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:</p> <p>(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,</p> <p>or</p> <p>(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 0.2 % of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.</p> <p>Or</p> <p>(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.</p> <p>GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.</p>
11. Sample Provision	11.1 GCC 33.1 “Samples of any good(s) be provided for demonstration by the supplier on his own cost on the demand of technical evaluation committee”.
12. Payment (GCC Clause 16)	<p>12.1 GCC 16.1-The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment in Pak Rupees will be made through cross cheque after delivery, installation and commissioning of the machinery/ equipment after inspection at PUT Rasul. The contractor shall provide all necessary supporting documents along with invoice for payment.</p>
13. Taxes (GCC Clause 32)	13.1 PUT Rasul shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
14. Prices (GCC Clause 17)	14.1 Prices shall be: Fixed and shall not be adjusted.
15. Liquidated Damages (GCC Clause 23)	<p>15.1 GCC 23.1-Applicable rate: 0.2 % of late delivered goods per day</p> <p>15.2 Maximum deduction: 10 % of contract price</p>
16. Resolution of Disputes (GCC Clause 28)	<p>16.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:</p> <p>In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.</p>

17. Governing Language (GCC Clause 29)	14.1 The Governing Language shall be: English.
18. Applicable Law (GCC Clause 30)	18.1 The procurement process will be governed under Punjab Procurement Rules – 2014 or latest. The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: <ul style="list-style-type: none"> a. The Contract Act 1872. b. The Arbitration Act 1940
19. Change of Model	19.1 In case of end of manufacturing of quoted model at the time of delivery, latest / upgraded model of same brand fulfilling all specifications of quoted model may be accepted on the recommendations of relevant technical expert (s) with the approval of Procurement Committee. However, contractor has to provide all necessary documents pertaining to end of quoted model for the satisfaction of procuring agency / Committee.
20. Notices (GCC Clause 31)	20.1 Procuring Agency's address for notice purposes:
	Office of Convener, Procurement Committee, Punjab University of Technology Rasul, 13km, Sarai Alamgir Road, Mandi Bahauddin. Tel: 0546-553216 Tel: 0546-553354
	20.2 Supplier's address for notice purposes: Please provide: _____ _____

Section VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which delivery is required.

Number Description Quantity Delivery schedule (shipment)
In 100 days from date of signing contract ¹

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Machine Tools Lab

Sr. No	Name of Equipment	Quantity	Delivery schedule (shipment) in days
1	Tool Room Lathe with Instrumentation Specifications as per Purchase Order/ Supply Order	1	100 days
2	Capstan Lathe Specifications as per Purchase Order/ Supply Order	1	100 days
3	Surface Grinder Specifications as per Purchase Order/ Supply Order	1	100 days
4	Cylindrical Grinder Specifications as per Purchase Order/ Supply Order	1	100 days
5	Pillar Drill Specifications as per Purchase Order/ Supply Order	1	100 days
6	Shaper Specifications as per Purchase Order/ Supply Order	1	100 days
7	Universal Milling Machine Specifications as per Purchase Order/ Supply Order	1	100 days
8	Tool & Cutter Grinder Specifications as per Purchase Order/ Supply Order	1	100 days

Workshops

Sr. No	Name of Equipment	Quantity	Delivery schedule (shipment) in days
1	Center Lathe Machine Specifications as per Purchase Order/ Supply Order	4	100 days
2	Universal Milling Machine with accessories Specifications as per Purchase Order/ Supply Order	1	100 days
3	Heavy Duty Shaping Machine Specifications as per Purchase Order/ Supply Order	1	100 days
4	Power Hack Saw Specifications as per Purchase Order/ Supply Order	1	100 days
5	High Speed Pillar Drilling Machine Specifications as per Purchase Order/ Supply Order	1	100 days
6	Wood Planer Machine Specifications as per Purchase Order/ Supply Order	1	100 days

¹ The Procuring Agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section VIII. Sample Forms

8.1. Bid Submission Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

No: _____ Date: _____

To

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents including Addenda Nos. _____ if any, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver full package (Equipments for Machine Tools Lab and Workshops) in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* firm and final including all taxes etc] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for bid for a period of 120 days from the date fixed from Bid opening under clause 2.3.8 of the Instructions to Bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original Bid security form (as per **form 8.11**) along with Original financial instrument *[Bank Guarantee / Bank call-deposit (CDR)]* valid for **30 Days**, beyond the validity of Bid.
- d) Brochures of items quoted and other documents listed in check list. Relevant to technical bid.

Financial bid includes the following:

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Copy of bid security form along with copy of financial instruments *[Bank Guarantee / Bank call-deposit (CDR)]* valid for **30 Days**, beyond the validity of Bid in the manner as prescribed on the bid security form **8.11**.
- d) Documents listed in check list relevant to financial bid.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider	Amount (Rs.)

(If none, state none)

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

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.3. Manufacturer's/ Authorized Dealer's Authorization Form
[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To:

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

WHEREAS *[name of the Manufacturer/ Authorized Dealer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer/ Authorized Dealer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address: _____	
Office Telephone Number: _____	
Email: _____	
3.	Contact Person:
Name: _____	
Personal Telephone Number: _____	
Email Address: Email: _____	
4.	Details of District wise offices
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____ // _____	
Email: _____	
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns (Last 05 years)

b) Details of Experience (Last 05 Years)

(i)	Supply of Similar nature & similar cost or above (Agency/Department)	Item Name relevant to package
	1-	
	2-	
	3-	
	4-	
	5-	
(ii)	Value of total Projects/Tenders/Pos	Amount (Rs. In Million)
	1-	
	2-	
	3-	
	4-	
	5-	

c) Staff Detail and last month Payroll with following detail duly signed and stamped

S#	Name of Employee	Designation	Highest qualification	PEC Registration#

d) Total Annual Sales /Annual Turnover (last five years)

e) Fixed Assets detail

f) Bank balance / credit Limit

g) detail of set up for provision of after sale service.

h) List of offices other than head office with Complete address, ownership / rent agreement, years of office established on the same place.

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

*[To be printed on **PKR 300** Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Punjab University of Technology Rasul of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Punjab University of Technology Rasul. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

To,

Convener, Purchase Committee,
Punjab University of Technology Rasul

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of “INVITATION TO BID FOR THE PROVISION/ INSTALLATION OF **Package No. PUT/PMU/ 2023-24/12**, “Equipments for Machine Tools Lab and Workshops” to supply [(hereinafter called “the Contract”).
Dated _____ 20____

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule 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 _____ day of _____ 20____ or _____ days [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form**Form-I**

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification against each item.

Sr. No.	Item Name with Specifications		Quantity along with Unit	Country of Origin	Quoted Brand with country of manufacturer, Make & Model
1	2		3	6	7
1					

Stamp & Signature of Bidder _____

Form II BIDDER'S COMMENTARY FORM

Bidder is required to insert specifications of quoted item, elaborate variations if any and give remarks against each component of specifications of the item quoted for supply.

Sr. No.	Item Name with Specifications as per Bid documents	Quoted Item Name with Specifications	Variations	Remarks
1				
2				
3				

Stamp & Signature of Bidder _____

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

THIS AGREEMENT made the ____ day of _____ 20____ between *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., **package No. PUT/PMU/ 2023-24/12, Equipments for Machine Tools Lab and Workshops.** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding Document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.
5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

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

<u>Procuring Agency</u>	<u>Supplier / Contractor</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____

WITNESS:

1. _____
2. _____

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

To,

Convener, Procurement Committee,
Punjab University of Technology Rasul.

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned prices at _____.

Sr. No.	Item Name with Specifications		Country of origin, brand name, make & model	Quantity along with Unit	Pak Rupees			Total Price Inclusive all Taxes (In Words & Figures)
					Unit Price without GST	GST per Unit	Unit Price with GST	
1	2		3	4	5	6	7	8
Grand Total								

Amount of Grand total in Words: _____)

We understand that the Procuring Agency intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

Note: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. (Please refer ITB clause 2.5.6).

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid. Required if the bid security is in shape of bank guarantee]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

8.12. Draft Integrity Pact

(For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No. _____ **Dated** _____ **Contract Value:** [To be filled in at the time of signing of Contract]

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 Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Certificate

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.]

- A. We undertake that our organization M/S_____ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.
- B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.
- C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.
- D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.
- E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Evidence attached (Yes/No)	Given at page(s) #
1	Original or print of online bid fee receipt for online purchase of tender along with technical proposal.		
2	02% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN) at least five years old		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	Manufacturer's/Dealer's/Seller's Authorization as per form 8.3		
7	Max 05 similar nature supply having cost 10 million or above performed / executed in public sector during last 05 years (supply order or completion certificate). The procuring agency reserves the right to verify from the issuer.		
8	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
9	Affidavit (as per form 8.6) on non-judicial Stamp Paper minimum worth of Rs. 300/- mentioning the followings (i) The documents/ photocopies provided with Bid are authentic. In case of any fake/bogus document noticed at any stage. They shall be black listed as per Rules / Laws. (ii) Affidavit for correctness of information. Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department.		
10	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped at the time of contract signing in case of bank guarantee otherwise not applicable.		
11	Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped in financial bid.		
13	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped in case of bank guarantee otherwise not applicable.		
14	i. Work order / supply order / purchase order of previous relevant experience for turnout. ii. Company profile. Staff list along with location and address. iii. Income Tax Returns, National tax number Certificate, General Sale Tax Number Certificate (last 05 year). Bidders profile Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	Bank Balance Statement for June, 2023		
16	Certificate by bidder for provision of after sale service for 05 years.		
17	Payroll of June 2023 along with degrees, diplomas of technical staff		
18	Letter of Satisfaction after sale service by the client who has purchase of minimum 05 million		
19	Presentation of company, its products and repair & maintenance facilities for demonstration, word format of specifications (in soft form in USB)		
20	Technical Brochures/ catalogues of goods quoted, mentioning its specifications, manufacture's Brand and model etc. in hard & in word format.		
21	On letter head certificate that supplier will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.		
22	On letter head certificate that supplier is not black listed etc (as per certificate provided in bidding document)		
23	One original and one copy of Bid provided		

Stamp & Signature of Bidder _____

Tender Registration No. PUT/T-Reg/2023-24/ dated: _____

Issued to: _____



Punjab University of Technology Rasul

BIDDING DOCUMENTS FOR National Competitive Bidding

Procurement of Equipments for CAD/CAM Laboratory

Bid Reference No:	PUT/PMU/2023-24/13
Package No.13 Package Name:	Equipments for CAD/CAM Laboratory
Procurement Procedure & Method	Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)
Last Date & Time of Receipt of Bids	As per Advertisement
Bid Opening Date & Time:	As per Advertisement

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Section-I: INVITATION TO BIDS

TENDER NOTICE

Punjab University of Technology Rasul invites sealed bids/proposals from well-reputed and financially sound firms/suppliers having sufficient relevant experience as per bid documents, registered with Income Tax and Sales Tax Departments as per PPRA rules for purchase of goods for the ADP Scheme titled “Provision of Infrastructural Academic and Operational facilities to the Punjab University of Technology Rasul M.B.Din” in lots/packages given below to be delivered and equipments installed (if any) in concerned Lab(s), at PUT Rasul on DDP (Duty Delivered Paid) basis more specifically described in Technical Specifications.

Tender No.	Description of Packages	Estimated Cost/ Bid Security (Rs.)	Mode of Procurement	Closing Date & Time and opening time	Bid rates Validity & Delivery Period
PUT/PMU/2023-24/13	Package/ lot No. 13 Equipments for CAD/CAM Laboratory	7,616,000/ 152,400	single stage two envelope procedure on cumulative cost basis	25.09.2023 11:00AM 11:30AM	120 days 100 days

Interested eligible bidders can obtain bid documents in English language containing detailed item specifications, quantity and terms & conditions from office of the Project Director, Punjab University of Technology Rasul from 09:00AM. to 03:00PM. on any working day (Monday to Friday), on submission of written application and upon payment of non-refundable tender fee Rs. **5000/-** per package which should be deposited in university account No. **3174230619** NBP GSE Rasul Branch code 0469, Account Title: “Punjab University of Technology Rasul, Fund”. Bid documents can also be downloaded from websites of PPRA or from Punjab University of Technology Rasul www.putrasul.edu.pk. In this case, tender fee can be transferred/ deposited online per package and send scanned copy of online transfer /deposit receipt by email before closing date for issuance of bid registered number. In case of any query, guidance can be sought from Imtiaz Ahmad Awan, Procurement Officer of the University. (Tel: +92 (336) 1031892, Email: rasulian786@gmail.com).

The sealed bids/proposals marked with Tender for relevant Package No. & name supported with Financial Proposal along with a bid security as given against each lot above in shape of **CDR/ Bank Guarantee** in favor of the **Punjab University of Technology Rasul** should reach in the Office of Project Director, **Punjab University of Technology Rasul** latest by **closing date & time given above**. Bids will be opened on the same day after **30 minutes of closing time** by the Procurement Committee, in the presence of the bidders or their authorized representatives who wish to attend the meeting.

PUT Rasul will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case the last date of submission of bids falls on closed official days/ holidays, the date for submission and opening of the bids shall be the next working day (Monday to Friday). University NTN is 9022261-4.

- **Bid documents will be issued from the date of publication of Tender Notice.**
- **Last date of issuance of bid documents is September 18,2023.**

Note: Procurement shall be governed by Punjab Procurement Rules, 2014.

Project Director (PMU), Punjab University of Technology Rasul

Section II Instructions to Bidders (ITB)

General Instructions

2.1. Introduction

2.1.1 Scope of Bid	i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. Bidders must submit bids of all items of the lot. The successful bidder will be responsible for delivery, installation & commissioning (if any) of all items at consignee's end in new, safe, sound and in operational condition within the specified period and timelines as stated in the Bid Data sheet (BDS).
2.1.2 Source of Funds	i) PUT Rasul has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
2.1.3 Eligible Bidders	i) This Invitation for Bids is open to all suppliers, except as provided hereinafter. ii) Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate). iii) Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate). iv) The Bidders must have NTN and STRN and active tax payer status v) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. vi) A Bidder may be ineligible if – a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent; b) Payments in favour 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 established 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 debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014. f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014. g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
2.1.4. Eligible Goods and Services	i) All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services. ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. iii) The origin of goods and services is distinct from the nationality of the Bidder.
2.1.5 Cost of Bidding	i) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
2.1.6 One person one Bid	i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

	<p>ii) 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.</p> <p>iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.</p>
--	--

2.2. The Bidding Documents

<p>2.2.1 Content of Bidding Documents</p>	<p>i) The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> (a) Instructions to Bidders (ITB) (b) Technical Specifications (c) Bid Data Sheet (d) General Conditions of Contract (GCC) (e) Special Conditions of Contract (SCC) (f) Schedule of Requirements (g) Bid Submission Form (h) Manufacturer's Authorization Form (if applicable) (i) Bidder Profile Form (j) General Information Form (k) Affidavit (l) Bid Security Form (if bid security as bank guarantee) (m) Technical Bid Form (n) Contract Form (at the time of contract signing) (o) Financial Bid Form/ Price Schedule (p) Performance Guarantee Form/ CDR (at the time of contract signing) (q) Draft Integrity Pact (if applicable) (r) Certificate (s) Bidders Commentary Form (t) Check list <p>ii) The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> <p>iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.</p> <p>iv) 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 from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.</p>
<p>2.2.2 Clarification of Bidding Documents</p>	<p>i) A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Bid Data Sheet. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three (7) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p> <p>ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.</p> <p>iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above.</p>

	<p>iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.</p> <p>v) 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.</p> <p>vi) 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 and by uploading same on the website of the procuring agency. 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 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
2.2.3 Amendment of Bidding Documents	<p>i) At any time prior to the deadline for submission of bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>ii) All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.</p> <p>iii) In order to allow prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.</p>

2.3. Preparation of Bids

2.3.1 Language of Bid	i) 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 language specified in the Bid Data Sheet . Supporting documents and printed literature furnished by the Bidder should be in same language.
2.3.2 Bid Form	i) The Bidder shall complete the Bid Form and Price Schedule (Financial Bid) furnished in the bidding documents, indicating the goods to be supplied, a brief description of goods, their country of origin, brand, model, quantity and prices.
2.3.3 Bid Prices	<p>i) Item wise total price in figures and grand total price, in words and figures should be quoted at the respective columns of the Bid Form. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.</p> <p>ii) Prices indicated on the bid form shall be delivered duty paid (DDP) prices.</p>
2.3.4 Bid Currencies	i) Full and final prices shall be quoted in Pak Rupees
2.3.5 Documents Establishing Bidder's Eligibility and Qualification	<p>i) The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.</p> <p>iii) The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:</p>

	<p>(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's/ Authorized Dealer's Authorization Form No. 8.3] or producer/Authorized dealer to supply the same in Pakistan;</p> <p>(b) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;</p> <p>(c) that, 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 that country 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; and</p> <p>(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<p>2.3.6 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</p>	<p>i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.</p> <p>iii) The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>(a) a detailed description of the essential technical and performance characteristics of the goods;</p> <p>(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and</p> <p>(c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>iv) For purposes of the commentary to be furnished, 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.</p> <p>(a) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of Procuring Agency's clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or reject the clarification.</p> <p>(b) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.</p> <p>(c) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.</p> <p>v) Where a sample(s) is required by a procuring agency, the sample shall be:</p> <p>(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;</p> <p>(b) carriage paid;</p>

	<p>(c) received on, or before, or after technical bids the closing time and date for the submission of bids as specified in DBS; and</p> <p>(d) Evaluated to determine compliance with all characteristics listed in the BDS.</p> <p>vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-</p> <p>(a) do(es) not conform to all characteristics prescribed in the bidding documents; and</p> <p>(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</p> <p>vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p> <p>viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.</p> <p>ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p> <p>x) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.</p> <p>xi) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.</p>
2.3.7 Bid Security	<p>i) The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p> <p>ii) 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 Clause 2.3.8.</p> <p>iii) The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>(a) Bank guarantee or Call Deposit Receipt (CDR), valid for thirty (30) days beyond the validity of bid.</p> <p>iv) Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Procuring Agency as nonresponsive</p> <p>v) Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency as rule 38(2)(a)(vii) of PPR14.</p> <p>vi) The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance guarantee.</p> <p>vii) The bid security may be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract Or</p> <p>(ii) to furnish performance guarantee</p>

	(iii) If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.
2.3.8 Period of Validity of Bids	<p>i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.</p> <p>ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.</p>
2.3.9 Format and Signing of Bid	<p>i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.</p> <p>ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.</p> <p>iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. 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, shall be signed and stamped by the authorized person.</p> <p>iv) Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.</p>

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids	<p>i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The bidder should submit technical and financial bids in two separate envelopes clearly marking "Technical Bid" and "Financial Bid" covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.</p> <p>ii) The inner and outer envelopes shall:</p> <p>(a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and</p> <p>(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE. (Time and date)," the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.</p> <p>iii) The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".</p> <p>iv) If the outer envelope is not sealed and marked properly, the Procuring Agency will assume no responsibility for the bid's misplacement or premature opening.</p> <p>v) Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid</p>
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	must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.
2.4.2 Deadline for Submission of Bids	<ul style="list-style-type: none"> i) Bids must be received by the Procuring Agency at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet. ii) The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
2.4.3 Late Bids	<ul style="list-style-type: none"> i) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder. ii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
2.4.4 Modification and Withdrawal of Bids	<ul style="list-style-type: none"> i) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids. ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i). A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids. iii) No bid may be modified after the deadline for submission of bids. iv) No bid may be withdrawn 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 Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security (along with other remedies available under PPR-14). v) Revised bid may be submitted after the withdrawal of the original bid by written notice before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1 Opening of Bids by the Procuring Agency	<ul style="list-style-type: none"> i) The Procuring Agency will open all bids, in public, in the presence of bidders or bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders or bidders' representatives who are present shall sign an attendance sheet evidencing their presence. ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date. v) Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be
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	<p>announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder, pursuant to 2.4.3 (i)</p> <p>vi) The financial bids of only technically qualified bidders will be opened. Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.</p> <p>vii) Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>viii) The Procuring Agency will prepare minutes of the bid opening.</p> <p>ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.</p>
2.5.2 Confidentiality	<p>i) 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 in accordance with the requirements of rule 37 of PPR-14.</p> <p>ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.</p> <p>iii) Notwithstanding ITB Clause 2.2.2 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.</p>
2.5.3 Clarification of Bids	<p>i) During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. The request for clarification and the response shall be in writing or in electronic forms, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>ii) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.</p>
2.5.4 Preliminary Examination	<p>i) The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have properly been signed, and whether the bids are generally in order.</p> <p>ii) Arithmetical errors will be rectified on the following basis.</p> <p>a) If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p> <p>b) If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive bid is one which most closely conforms to all the terms and conditions of the bidding documents without deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 2.3.8), Applicable Law (GCC Clause 30), Taxes and Duties (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.</p> <p>iv) If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:</p>

	<ul style="list-style-type: none"> a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4; 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 responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.</p>
2.5.5 Examination of Terms and Conditions; Technical Evaluation	<ul style="list-style-type: none"> i) 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. ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS, have been met without material deviation or reservation. iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.
2.5.6. Correction of Errors	<ul style="list-style-type: none"> i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - <ul style="list-style-type: none"> 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. ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. 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 2.3.8.
2.5.8 Post-Qualification & Evaluation of Bids	<ul style="list-style-type: none"> i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily as per evaluation criteria listed in BDS & ITB clause 2.1.3. ii) The determination will take into account the Bidder's experience, Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/ qualification expressed in BDS as the Procuring Agency deems necessary and appropriate. iii) The Procuring Agency will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required. iv) The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such

	<p>a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.</p> <p>v) The Procuring Agency's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties. A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.</p>
2.5.9 Contacting the Procuring Agency	<p>i) No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.</p> <p>ii) Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.</p>
2.5.10. Grievance Redressal	<p>i) As per Rule-67 of PPR-14, Procuring Agency has constituted a Grievance Redressed Committee (GRC) with proper powers and authorization to address the complaints.</p> <p>ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.</p> <p>iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.</p> <p>iv) 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 ten days after the announcement of the Final evaluation reports. In case of single stage – two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).</p> <p>v) In case, the complaint/grievance 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.</p> <p>vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>

2.6. Award of Contract

2.6.1. Notification of Award	<p>i) Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>ii) The notification of award will constitute the formation of the Contract.</p> <p>iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).</p>
2.6.2 Performance Guarantee	<p>i) Within seven (07) days of the receipt of notification of award, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.</p> <p>ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the</p>

	concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.
2.6.3 Signing of Contract/ Issuance of Purchase Order	<p>i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties. Within seven (07) days of issuance of notification of award, the successful Bidder shall sign, stamp and date the contract.</p> <p>ii) The procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.</p>
2.6.4 Award Criteria	i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 I(iv) of PPR-14 (not more than 15%).
2.6.6 Procuring Agency's Right to Accept or Reject All Bids	<p>i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Procuring Agency's action.</p> <p>ii) The Bidders shall be promptly informed about the rejection of the Bids, if any.</p> <p>iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.</p>
2.6.7 Re-bidding	i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8 Corrupt or Fraudulent Practices	<p>i) The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:</p> <p>(a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in contract execution; and</p> <p>(b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,</p> <p>(c) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:</p> <p>i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <p>ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;</p> <p>iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the</p>

	<p>execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”</p>
	<p style="text-align: center;">ii) Blacklisting & Debarment:</p> <p>Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.</p> <p>Requirements & Procedure for Blacklisting & Debarment: As per S-17A of PPRA, Act, 2009: “17A. Blacklisting. – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.</p> <p>(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.</p> <p>(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.</p> <p>(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]</p> <p>As per rule 21 of PPR-14: 21. Blacklisting. –(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:</p> <p>(a) acted in a manner detrimental to the public interest or good practices; (b) consistently failed to perform his obligation under the Contract; I not performed the Contract up to the mark; or (d) indulged in any corrupt practice.</p> <p>(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:</p> <p>(a) shall forward the decision to the Authority for publication on the website of the Authority; and (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.</p> <p>(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.</p> <p>(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.</p> <p>(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.</p> <p>(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.</p> <p>As per Schedule appended with PPR-14:</p> <p style="text-align: center;">SCHEDULE</p> <p>see sub-rule (6) of rule 21</p> <p>BLACKLISTING MECHANISM OR PROCESS</p> <p>1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.</p> <p>2. The show cause notice shall contain:</p> <p>(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</p>

	<p>I 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.</p> <p>8. 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.</p> <p>9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.</p> <p>10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.</p> <p>11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.</p> <p>12. The Authority shall immediately publish the information and decision of blacklisting on its website.</p> <p>13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.</p> <p>14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.</p> <p>15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.</p> <p>16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.</p> <p>17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”</p> <p>iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.</p>
2.6.9 Verification	<p>i) Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.</p>

Section-III. Technical Specifications

3.1. Technical Specifications

Note: (1) It is mandatory for Bidder to present pre-delivery demonstration/ Inspection to the Procuring Agency at bidder's cost. Operational manual and maintenance manual in English language both in pdf format and hard form are mandatory for all machinery, equipment, apparatus, instruments.
(2) Manufacturer's Authorization letter is mandatory for each equipment costing more than Rs. 20,000/-.
Equipments of higher specifications will also be accepted.

CAD/CAM Laboratory

Sr. #	Name of Equipment	Quantity
2	CNC Milling Machines: Training type, CNC milling machine with at least three programmable axes. X-Axis Travel: 800-1000mm Y-Axis Travel: 300-500mm Z-Axis Travel: 400-600mm Spindle Nose to Table: 100-560mm Spindle Center to Column Guide-Way Face: 400mm High Speed Feeding of X,Y Axis: 5000/5000/ 4000mm/ min Feeding Speed: 1-2000mm/min Size of Working Table: 1250×360mm Approx. Max. Loading Capacity of Rotary Table: 200-300 Kg T-Slot No./Width/Distance of Rotary Table: 3×18×80 mm Spindle Speed Range/Step: 75-3500/10steps Main Motor Rated Power: 5-7.5HP Spindle Hole Taper: 7:24 ISO40 STANDARD ACCESSORIES: <ul style="list-style-type: none"> • Table Guard • Auto Lube • Halogen Work Lamp • Coolant System • Manuals FEATURES: <ul style="list-style-type: none"> • Full 3 Axis Control with • Conversational Programming • Variable Speed Milling Head • Highly Efficient Precision Machine • USB , Lan and RS-232 SOFTWARE: 3D CAM Solid Mill Production Plus: 2 ½-axis milling, 4th and 5th axis indexing, 4th axis rotary milling, 3rd rotary axis index milling, includes Solid Mill Traditional & Production	2
3	CNC Lathe Machines: Table-top training type, CNC Lathe Machine with at least two programmable axe. Distance Between Centres: 23.6" Swing: 10.6" Spindle Speed: 100-5000 RPM Cam lock: D1-4 configuration <ul style="list-style-type: none"> • 5" 4-jaw chuck • Ball Screws and 30mm bore • PC and MACH3 software. OPTIONAL ACCESSORIES:	2

<p>Automatic Tool Turret</p> <p>Automatic 8-Station Tool changer</p> <ul style="list-style-type: none"> • 4 outside turning tools • 4 inside turning tools • Homing Switch Installed. • Includes WABECO 3-axis controller <p>Fagor Innova Digital Readout System for Lathes</p> <ul style="list-style-type: none"> • Industrial Grade Fagor Innova 2-Axis Digital • Readout System installed and calibrated. <p>Cam lock Mounting:</p> <ul style="list-style-type: none"> • Allows different chucks to be changed quickly and easily. • Easily switch between a three jaw, four jaws, 5C • Collet chuck, or any custom application Cam lock chuck. <p>Base Cabinet:</p> <ul style="list-style-type: none"> • Heavy Duty Lathe/Mill Base Cabinet. • Dimensions: L-46". D-18". H-37.5" <p>Keyless Locking Drawers</p>	
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Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Punjab university of Technology Rasul The subject of procurement is: Equipments for CAD/CAM Laboratory Period for delivery of goods: 100 days Commencement date for delivery of Goods: immediately on signing the contract and issuance of Procurement/Supply order
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2023-24 Name of Project: Provision of Infrastructural, Academic and Operational Facilities to the Punjab University of Technology Rasul MB Din Name of financing institution: Government of Punjab (Development Fund) Name and identification number of the Contract: Equipments for CAD/CAM Laboratory (PUT/PMU/2023-24/13)
3.	2.1.3	provide relevant certificates of non-debarred/ non-blacklisting, NTN, STRN, non-bankrupt, non-involvement in corrupt and fraudulent practices
4.	2.1.4	Ineligible countries are: India and Israel
5.	2.3.6 (iii)	Authorization by manufacturer/dealer/seller: required on Form 8.3 Qualification requirements. The potential bidder must also fulfill the following: Technical Brochures of goods quoted, mentioning its specifications, manufacturer's Brand and model etc.
B. Bidding Documents		
6.	2.2.2 (i)	The address for clarification of Bidding Documents: Procurement Officer, Punjab University of Technology Rasul. 0336-1031892, email: rasulian786@gmail.com
7.	2.2.2 (iv) 2.2.2(v) 2.2.2(vi)	Date of Uploading of responses to clarifications (if any) on procuring agency website: on 21-9-23. Pre-bid meeting will be held on 18-09-2023 at 11:00AM in conference room of PUT Rasul Minutes of Meeting along with clarification will be uploaded on PUT Rasul website on 21-9-23.
8.	2.3.9	The number of bidding documents to be completed and returned is in one original and one copy.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Language of the bid – English and other documents brochures etc., if not available in English will be provided after translation in English language by approved translation agency.
10	2.3.4	The Full and final prices shall be quoted in Pak Rupees The price quoted shall be Delivered Duty Paid.
11.	2.3.4	The Full and final prices shall be quoted in Pak Rupees
12.	2.1.4 (ii)	<u>Country of origin:</u> Origin in eligible source countries, as per policy of Govt. of Pakistan
D. Preparation and Submission of Bids		
13.	2.1.3	Qualification Criteria/Knock down criteria. a) NTN registration certificate of firm. Attested copy b) General Sales Tax registration certificate of firm. Attested copy c) Active Tax Payer Status FBR d) Professional Tax certificate 2022 or latest. Attested copy e) Average Annual Turnover for last 5 years must be Rs. 50 million or More (provide last 05 years "2018,2019, 2020, 2021 & 2022" Income Tax Returns) f) Technical Brochures of goods quoted, mentioning its specifications, manufacture's Brand and model. g) certificate of legally and financially autonomous & operation of non-dependency to Government under commercial law (for Government-owned enterprises). h) Firm must be in operation from last 05 years (NTN registration 05 years old) i) Technical Brochures/ catalogues of goods quoted MUST be attached j) An affidavit on legal stamp paper worth Rs. 300 to the effect that

		<ul style="list-style-type: none"> Bidder is neither currently blacklisted or debarred from any government / semi-Government organization nor is any litigation pending in this regard. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. The provided information is correct. <p>k) Bidder is authorized for supply of goods for this tender from the manufacturer /authorized Partner/ distributor/ dealer/ seller as given in specifications (provide certificates form 8.3)</p> <p>l) Registration of the Bidder with relevant forums/ organizations.</p>
14.	2.3.6&2.3.7	Spare parts may be required for 05 years of operation. Supplier will provide certificate that he will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.
15.	2.4.2 (i)	Bid shall be submitted to: Project Director, Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
16.	2.4.2 (ii)	Deadline for Bid submission: As per Advertisement of this package and can be amended as per need.
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening. 30 minutes after closing time of bid submission in Conference Room of Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
18.	2.6.2	Amount of Performance Guarantee is: ten percent (10%) of the contract amount in shape of Bank Guarantee, Call Deposit in favour of Punjab University of Technology Rasul valid for warranty period.
19.	2.3.7	Estimated Contract Price is: Rs. 7,616,000/- Amount of Bid security is about 2% of estimated price= Rs. 152,400/- <u>Bid security in shape of Call Deposit Receipt (CDR) in favour of Punjab University of Technology Rasul valid for warranty period.</u>
20.	2.3.8	Bid validity period after opening of the Bid is: 120 days
21.	2.3.9	Number of copies of the Bid to be provided are: one original & one copy
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: <u>As per advertisement, 30 minutes after closing time of bid submission.</u>
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes <u>only in Pak Rupees.</u>

F. Bid Evaluation Criteria

1. Evaluation Criteria			
ITB 2.5.8	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price package wise offered by the qualified responsive bidder.		
	A- Mandatory Criteria As per Qualification Criteria given above/ Knock down criteria		
	B- Marking Criteria		
Sec.#	Description	Max Marks	Marks Allocation
1	Company Profile, Experience etc.	(35)	
i.	Experience in years / Market Existence From the date of NTN Registration (NTN Certificate must be attached)	10	Less than 5 years= 0 marks 5 years= 6 marks 1 Marks per year above 5 years (Maximum 10 Marks)
ii.	Value of Projects in public sector Cost of Supply/ Installation having similar nature & of value 10 million or above over last 05 years in public sector. (Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)	15	03 marks Per Project/ supply (Maximum 15 Marks)
iii.	Relevant Experience Experience of Supply / Installation having similar nature over last 05 years (5 supplies max.)	10	02 marks Per Project/ supply (Maximum 10 Marks)

	(Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)		
2	Financial Position	(30)	
i.	Sum of Annual Sales /Annual Turnover (Last five years) (Signed and stamped statement along with tax return last 05 years (2018, 2019, 2020, 2021 & 2022) must be attached, otherwise, no marks shall be awarded.)	15	30+ to 60 Million 3 Marks 60+ to 90 Million 6 Marks 90+ to 120 Million 9 Marks 120+ to 150 Million 12 Marks Above 150 Million 15 Marks (Maximum 15 Marks)
ii.	Fixed Assets (Current) (Documentary proof of tax return required)	05	1.0 to 5.0 Million 2 Marks 5.0 + to 10 Million 4 Marks Above 10 Million 5 Marks (Maximum 05 Marks)
iii.	Tax Return Active Tax Payer for Financial Year 2018, 2019, 2020, 2021 & 2022.	05	1 Mark per year (Maximum 05 Marks)
iv.	Bank Balance / Credit Limit If bank balance / credit limit up-to <u>June, 2023</u> - is equal to 10 Million or more, full marks may be awarded.	05	Otherwise, the marks may be awarded as: <u>Closing Balance or Credit Limit</u> x 05 10 million
3.	Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided)	(05)	Certificate provided 05 Marks Certificate not provided 0 Marks (Maximum 05 Marks)
4.	HR, Infrastructure & Satisfactory Supply proof	(15)	
i	HR/ Staff Strength (Payroll of-June 2023) Technical Staff (Diploma / Degree holder) List of Staff along with qualification must be attached and related final degree/ diploma/ transcripts.	10	1.5 Marks per 16-year degree holder max=06 1 mark for Diploma max=04 (Maximum 10 Marks)
ii	Letter of Satisfaction after sale service by the client who has purchase of minimum 05 million Please attach satisfaction/ appreciation letter. - (In case of missing information, no mark may be awarded.)	05	01 mark for each certificate (Maximum 05 marks)
5	<ul style="list-style-type: none"> Company Presentation & Product Demonstration=(10) Repair and Maintenance Facilities Demonstration (05) (Must provide videos for both in USB)	(15)	To be assigned by the Technical Committee (Bidder is required to give demonstration of quoted products and have the capability to Repair and Maintenance the products for 5 years, in soft form in USB duly sealed. Evaluation committee may demand physical demonstration)
	TOTAL MARKS	(100)	

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. The successful bidder will have to give the demonstration of quoted items at PUT Rasul.

Qualifying Marks 50% in each section is mandatory

Minimum 65% marks are mandatory in this stage.

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15%
2.6.2	The Performance Guarantee shall be: ten percent (10%) of the contract amount
2.6.2	The Performance Security (or guarantee) shall be in the form of: CDR or Bank Guarantee in favour of Punjab University of Technology Rasul valid for warranty period.

Section V. General Conditions of Contract

1. Definitions	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> (a) “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. (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. (c) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract. (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. (e) “GCC” means the General Conditions of Contract contained in this section. (f) “SCC” means the Special Conditions of Contract. (g) “The Procuring Agency” means the organization purchasing the Goods, as named in SCC. (h) “The Procuring Agency’s country” is Islamic Republic of Pakistan. (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract. (j) “The Project Site,” where applicable, means the place or places mentioned in the Form of Bid (k) “Day” means calendar day.
2. Application	<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>
3. Country of Origin	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</p> <p>3.2 For purposes of this Clause, “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 product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
3a. One person one bid	<p>3.4 In any procurement, one bidder may submit one bid of a specific package and if one bidder submits more than one bids of the same package, the procuring agency shall reject all such bids. However, one bidder may bid for one or more packages.</p>
4. Standards	<p>4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is</p>

	mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Procuring agency.	<p>5.1 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 so far as may be necessary for purposes of such performance.</p> <p>5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 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.</p> <p>5.4 The Supplier shall permit the Procuring Agency 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 donors, if so required by the donors.</p>
6. Patent Rights	6.1 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 the Procuring Agency's country.
7. Performance Guarantee	<p>7.1 Within seven (07) days of receipt of letter of intent/ notification of contract award, the successful Bidder shall furnish to the Procuring Agency the performance guarantee in the amount specified in SCC/ BDS & clause 2.6.2 of ITB.</p> <p>7.2 The proceeds of the performance guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or (b) a Bank Guarantee or Bank call-deposit (CDR), (c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency <p>7.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
8. Inspections and Tests	8.1 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 requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

	<p>8.2 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.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.</p> <p>8.4 The Procuring Agency post-delivery right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived 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.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
9. Packing	<p>9.1 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.</p> <p>9.2 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.</p>
10. Delivery and Documents	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.</p> <p>10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost as per delivery schedule mentioned in "bid data sheet" after issuance of procurement order. Delivery period can be extended by the Procuring Agency on the written request of the contractor, giving compelling reasons for delay in delivery.</p> <p>10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms</p> <p>10.4. Documents to be submitted by the Supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.</p>
12. Transportation	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, transport to such place of destination in the Procuring Agency's country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
13. Incidental Services	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

	<ul style="list-style-type: none"> (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual in English for each appropriate unit of the supplied Goods; (d) In case of specialized items, supplier will provide necessary training to the PUT Rasul staff / faculty free of cost on-site, in assembly, start-up, operation, maintenance, and repair of the supplied Goods. The terms and conditions for such training, may however, be mutually decided between the PUT Rasul and the successful bidders, if so required. <p>13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:</p> <ul style="list-style-type: none"> (i) the prevailing rates charged for other parties by the Supplier for similar services; and (ii) original price of goods.
14. Spare Parts	<p>14.1 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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of Procuring Agency.</p>
15. Warranty	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, 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's 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 the country of final destination.</p> <p>15.2 Bidders must provide one-year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.</p> <p>15.3 The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 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.</p> <p>15.5 If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring</p>

	Agency may have against the Supplier under the Contract/ relevant provision of PPA-14 including Blacklisting.
16. Payment	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>16.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 12, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3 The currency of payment is Pak. Rupees.</p>
17. Prices	<p>17.1 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.</p>
18. Change Orders	<p>18.1 The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; (b) the method of shipment or packing; (c) the place of delivery; and/or (d) the Services to be provided by the Supplier. <p>18.2. 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's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.</p>
19. Contract Amendments	<p>19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.</p>
20. Assignment	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.</p>
21. Sub-contracts	<p>21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2. Subcontracts must comply with the provisions of GCC Clause 20.</p>
22. Delays in the Supplier's Performance	<p>22.1 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.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing 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</p>

	<p>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.</p> <p>22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
23. Liquidated Damages	<p>23.1 Subject to the Clause 25, 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 or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.</p>
24. Termination for Default	<p>24.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract / bidding documents, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <ul style="list-style-type: none"> (d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following: <ul style="list-style-type: none"> i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

	<p>iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</p> <p>iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process</p> <p>vi The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the Procuring Agency. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the Procuring Agency), the contract may be considered for termination or cancellation.</p> <p>On the happening of any of the above event, the performance guarantee will be forfeited.</p> <p>24.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, “Force Majeure” means wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, 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.</p> <p>25.4 The procuring agency may extend the delivery period in case of force majeure with or without imposing penalty.</p>
26. Termination for Insolvency	<p>26.1 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</p>

	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.
27. Termination for Convenience	<p>27.1 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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2 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 prices. For the remaining Goods, the Procuring Agency may elect:</p> <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.
28. Resolution of Disputes	<p>28.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p>
29. Governing Language	29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law	30.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
31. Notices	<p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's address specified in SCC.</p> <p>31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
32. Taxes and Duties	32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
33. Provision of Sample	33.1 The procuring agency can demand sample of any good for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.
34. Repeat Order	34.1 The contractor may provide Machinery & Equipment on repeat order (not exceeding 15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

Section VI. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)	GCC 1.1 (g) The Procuring Agency is: Punjab University of Technology Rasul GCC 1.1 (h) The Procuring Agency's country is: Islamic Republic of Pakistan GCC 1.1 (i) The Supplier is: [Bidder to provide detail here] <hr/> GCC 1.1 (j) The Project Site is: PUT Rasul, 13km Sarai Alamgir Road, Mandi Bahauddin.
2. Country of Origin	GCC Clause 3 All countries except India & Israel
3. Performance guarantee (GCC Clause 7)	3.1 The amount of performance guarantee, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.
4. Inspections and Tests (GCC Clause 8)	4.1 Pre-delivery / Post-delivery Inspection will be arranged at PUT Rasul. The acceptance parameters are as following: 1. Confirming to the contractual specifications of items 2. Satisfactory performance of functional test of the equipment 3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
5. Packing (GCC Clause 9)	Packing should ensure safe and sound delivery at site.
6. Delivery and Documents (GCC Clause 10)	6.1 Upon delivery, the Supplier shall provide the following documents to the Procuring Agency: (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and (vii) Certificate of origin. Note: The above documents at Sr.# (i) would be required even if the equipment has already been imported and is available with the supplier ex-stock.
7. Insurance (GCC Clause 11)	7.1 The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.
8. Incidental Services (GCC Clause 13)	8.1 Incidental services to be provided are: a. At site complete training of Procuring Agency's nominated staff free of cost regarding maintenance and operation of Goods (if required by Procuring Agency).

	b. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, without extra cost, starting from final acceptance of goods.
9. Spare Parts	GCC 14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within seven (7) days for local and within two (2) months for foreign be supplied of placing the order and opening the letter of credit.
10. Warranty (GCC Clause 15)	<p>10.1 In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. 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:</p> <p>(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,</p> <p>or</p> <p>(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 0.2 % of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.</p> <p>Or</p> <p>(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.</p> <p>GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.</p>
11. Sample Provision	11.1 GCC 33.1 “Samples of any good(s) be provided for demonstration by the supplier on his own cost on the demand of technical evaluation committee”.
12. Payment (GCC Clause 16)	<p>12.1 GCC 16.1-The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment in Pak Rupees will be made through cross cheque after delivery, installation and commissioning of the machinery/ equipment after inspection at PUT Rasul. The contractor shall provide all necessary supporting documents along with invoice for payment.</p>
13. Taxes (GCC Clause 32)	13.1 PUT Rasul shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
14. Prices (GCC Clause 17)	14.1 Prices shall be: Fixed and shall not be adjusted.
15. Liquidated Damages (GCC Clause 23)	<p>15.1 GCC 23.1-Applicable rate: 0.2 % of late delivered goods per day</p> <p>15.2 Maximum deduction: 10 % of contract price</p>
16. Resolution of Disputes (GCC Clause 28)	<p>16.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:</p> <p>In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.</p>

17. Governing Language (GCC Clause 29)	14.1 The Governing Language shall be: English.
18. Applicable Law (GCC Clause 30)	18.1 The procurement process will be governed under Punjab Procurement Rules – 2014 or latest. The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: <ul style="list-style-type: none"> a. The Contract Act 1872. b. The Arbitration Act 1940
19. Change of Model	19.1 In case of end of manufacturing of quoted model at the time of delivery, latest / upgraded model of same brand fulfilling all specifications of quoted model may be accepted on the recommendations of relevant technical expert (s) with the approval of Procurement Committee. However, contractor has to provide all necessary documents pertaining to end of quoted model for the satisfaction of procuring agency / Committee.
20. Notices (GCC Clause 31)	20.1 Procuring Agency's address for notice purposes:
	Office of Convener, Procurement Committee, Punjab University of Technology Rasul, 13km, Sarai Alamgir Road, Mandi Bahauddin. Tel: 0546-553216 Tel: 0546-553354
	20.2 Supplier's address for notice purposes: Please provide: _____ _____

Section VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which delivery is required.

Number Description Quantity Delivery schedule (shipment)
In 100 days from date of signing contract ¹

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

CAD/CAM Laboratory

Sr. No	Name of Equipment	Quantity	Delivery schedule (shipment) in days
1	CNC Milling Machines: Tabletop Training type, CNC milling machine with at least three programmable axes. Specifications as per Purchase Order/ Supply Order	1	100 days
2	CNC Lathe Machines: Tabletop training type, CNC Lathe Machine with at least two programmable axe. Specifications as per Purchase Order/ Supply Order	1	100 days

¹ The Procuring Agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section VIII. Sample Forms

8.1. Bid Submission Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

No: _____ Date: _____

To

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents including Addenda Nos. _____ if any, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver full package (Equipments for CAD/CAM Laboratory) in conformity with the said bidding documents for the sum of [*total bid amount in words and figures* firm and final including all taxes etc] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for bid for a period of 120 days from the date fixed from Bid opening under clause 2.3.8 of the Instructions to Bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original Bid security form (as per **form 8.11**) along with Original financial instrument [*Bank Guarantee / Bank call-deposit (CDR)*] valid for **30 Days**, beyond the validity of Bid.
- d) Brochures of items quoted and other documents listed in check list. Relevant to technical bid.

Financial bid includes the following:

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Copy of bid security form along with copy of financial instruments [*Bank Guarantee / Bank call-deposit (CDR)*] valid for **30 Days**, beyond the validity of Bid in the manner as prescribed on the bid security form **8.11**.
- d) Documents listed in check list relevant to financial bid.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider	Amount (Rs.)

(If none, state none)

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.3. Manufacturer's/ Authorized Dealer's Authorization Form

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To:

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

WHEREAS *[name of the Manufacturer/ Authorized Dealer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer/ Authorized Dealer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address: _____	
Office Telephone Number: _____	
Email: _____	
3.	Contact Person:
Name: _____	
Personal Telephone Number: _____	
Email Address: Email: _____	
4.	Details of District wise offices
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____ // _____	
Email: _____	
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns (Last 05 years)

b) Details of Experience (Last 05 Years)

(i)	Supply of Similar nature & similar cost or above (Agency/Department)	Item Name relevant to package
	1-	
	2-	
	3-	
	4-	
	5-	
(ii)	Value of total Projects/Tenders/Pos	Amount (Rs. In Million)
	1-	
	2-	
	3-	
	4-	
	5-	

c) Staff Detail and last month Payroll with following detail duly signed and stamped

S#	Name of Employee	Designation	Highest qualification	PEC Registration#

d) Total Annual Sales /Annual Turnover (last five years)

e) Fixed Assets detail

f) Bank balance / credit Limit

g) detail of set up for provision of after sale service.

h) List of offices other than head office with Complete address, ownership / rent agreement, years of office established on the same place.

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

*[To be printed on **PKR 300** Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Punjab University of Technology Rasul of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Punjab University of Technology Rasul. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

To,

Convener, Purchase Committee,
Punjab University of Technology Rasul

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of “INVITATION TO BID FOR THE PROVISION/ INSTALLATION OF **Package No.** PUT/PMU/2023-24/13, “Equipments for CAD/CAM Laboratory” to supply [(hereinafter called “the Contract”). Dated _____ 20____

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule 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 _____ day of _____ 20____ or _____ days [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form**Form-I**

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification against each item.

Sr. No.	Item Name with Specifications	Quantity along with Unit	Country of Origin	Quoted Brand with country of manufacturer, Make & Model
1	2	3	6	7
1				

Stamp & Signature of Bidder _____

Form II BIDDER'S COMMENTARY FORM

Bidder is required to insert specifications of quoted item, elaborate variations if any and give remarks against each component of specifications of the item quoted for supply.

Sr. No.	Item Name with Specifications as per Bid documents	Quoted Item Name with Specifications	Variations	Remarks
1				
2				
3				

Stamp & Signature of Bidder _____

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

THIS AGREEMENT made the ____ day of _____ 20____ between [name of Procuring Agency] (hereinafter called “the Procuring Agency”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., **package No. PUT/PMU/2023-24/13, Equipments for CAD/CAM Laboratory.** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding Document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.
5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

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

<u>Procuring Agency</u>	<u>Supplier / Contractor</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____

WITNESS:

1. _____
2. _____

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

To,

Convener, Procurement Committee,
Punjab University of Technology Rasul.

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned prices at _____.

Sr. No.	Item Name with Specifications		Country of origin, brand name, make & model	Quantity along with Unit	Pak Rupees			Total Price Inclusive all Taxes (In Words & Figures)
					Unit Price without GST	GST per Unit	Unit Price with GST	
1	2		3	4	5	6	7	8
Grand Total								

Amount of Grand total in Words: _____)

We understand that the Procuring Agency intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

Note: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid. Required if the bid security is in shape of bank guarantee]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

8.12. Draft Integrity Pact

(For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No. _____ **Dated** _____ **Contract Value:** [To be filled in at the time of signing of Contract]

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 Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Certificate

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.]

- A. We undertake that our organization M/S_____ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.
- B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.
- C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.
- D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.
- E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Evidence attached (Yes/No)	Given at page(s) #
1	Original or print of online bid fee receipt for online purchase of tender along with technical proposal.		
2	02% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN) at least five years old		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	Manufacturer's/Dealer's/Seller's Authorization as per form 8.3		
7	Max 05 similar nature supply having cost 10 million or above performed / executed in public sector during last 05 years (supply order or completion certificate). The procuring agency reserves the right to verify from the issuer.		
8	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
9	Affidavit (as per form 8.6) on non-judicial Stamp Paper minimum worth of Rs. 300/- mentioning the followings (i) The documents/ photocopies provided with Bid are authentic. In case of any fake/bogus document noticed at any stage. They shall be black listed as per Rules / Laws. (ii) Affidavit for correctness of information. Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department.		
10	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped at the time of contract signing in case of bank guarantee otherwise not applicable.		
11	Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped in financial bid.		
13	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped in case of bank guarantee otherwise not applicable.		
14	i. Work order / supply order / purchase order of previous relevant experience for turnout. ii. Company profile. Staff list along with location and address. iii. Income Tax Returns, National tax number Certificate, General Sale Tax Number Certificate (last 05 year). Bidders profile Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	Bank Balance Statement for June, 2023		
16	Certificate by bidder for provision of after sale service for 05 years.		
17	Payroll of June 2023 along with degrees, diplomas of technical staff		
18	Letter of Satisfaction after sale service by the client who has purchase of minimum 05 million		
19	Presentation of company, its products and repair & maintenance facilities for demonstration, word format of specifications (in soft form in USB)		
20	Technical Brochures/ catalogues of goods quoted, mentioning its specifications, manufacture's Brand and model etc. in hard & in word format.		
21	On letter head certificate that supplier will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.		
22	On letter head certificate that supplier is not black listed etc (as per certificate provided in bidding document)		
23	One original and one copy of Bid provided		

Stamp & Signature of Bidder _____

Tender Registration No. PUT/T-Reg/2023-24/ dated: _____

Issued to: _____



Punjab University of Technology Rasul

BIDDING DOCUMENTS FOR National Competitive Bidding

Procurement of Cars 3 Nos.

Bid Reference No:	PUT/PMU/2023-24/18
Package No.18 Package Name:	Cars 3 Nos.
Procurement Procedure & Method	Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)
Last Date & Time of Receipt of Bids	As per Advertisement
Bid Opening Date & Time:	As per Advertisement

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Section-I: INVITATION TO BIDS TENDER NOTICE

Punjab University of Technology Rasul invites sealed bids/proposals from well-reputed and financially sound firms/suppliers having sufficient relevant experience as per bid documents, registered with Income Tax and Sales Tax Departments as per PPRA rules for purchase of goods for the ADP Scheme titled “Provision of Infrastructural Academic and Operational facilities to the Punjab University of Technology Rasul M.B.Din” in lots/packages given below to be delivered and equipments installed (if any) in concerned Lab(s), at PUT Rasul on DDP (Duty Delivered Paid) basis more specifically described in Technical Specifications.

Tender No.	Description of Packages	Estimated Cost/ Bid Security (Rs.)	Mode of Procurement	Closing Date & Time and opening time	Bid rates Validity & Delivery Period
PUT/PMU/2023-24/18	Package/ lot No. 18 Cars 3 Nos.	12,312,000/ 246,300	Single stage two envelope procedure on cumulative cost basis	25.09.2023 11:00AM 11:30AM	120 days 120 days

Interested eligible bidders can obtain bid documents in English language containing detailed item specifications, quantity and terms & conditions from office of the Project Director, Punjab University of Technology Rasul from 09:00AM. to 03:00PM. on any working day (Monday to Friday), on submission of written application and upon payment of non-refundable tender fee Rs. **5000/-** per package which should be deposited in university account No. **3174230619** NBP GSE Rasul Branch code 0469, Account Title: “Punjab University of Technology Rasul, Fund”. Bid documents can also be downloaded from websites of PPRA or from Punjab University of Technology Rasul www.putrasul.edu.pk. In this case, tender fee can be transferred/ deposited online per package and send scanned copy of online transfer /deposit receipt by email before closing date for issuance of bid registered number. In case of any query, guidance can be sought from Imtiaz Ahmad Awan, Procurement Officer of the University. (Tel: +92 (336) 1031892, Email: rasulian786@gmail.com).

The sealed bids/proposals marked with Tender for relevant Package No. & name supported with Financial Proposal along with a bid security as given against each lot above in shape of **CDR/ Bank Guarantee** in favor of the **Punjab University of Technology Rasul** should reach in the Office of Project Director, **Punjab University of Technology Rasul** latest by **closing date & time given above**. Bids will be opened on the same day after **30 minutes of closing time** by the Procurement Committee, in the presence of the bidders or their authorized representatives who wish to attend the meeting.

PUT Rasul will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case the last date of submission of bids falls on closed official days/ holidays, the date for submission and opening of the bids shall be the next working day (Monday to Friday). University NTN is 9022261-4.

- **Bid documents will be issued from the date of publication of Tender Notice.**
- **Last date of issuance of bid documents is September 18,2023.**

Note: Procurement shall be governed by Punjab Procurement Rules, 2014.

Project Director (PMU), Punjab University of Technology Rasul

Section II Instructions to Bidders (ITB)

General Instructions

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. Bidders must submit bids of all items of the lot. The successful bidder will be responsible for delivery, installation & commissioning (if any) of all items at consignee's end in new, safe, sound and in operational condition within the specified period and timelines as stated in the Bid Data sheet (BDS).

2.1.2 Source of Funds

- i) PUT Rasul has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued. Procuring Agency intends to fix the price / conclude the contract for the supply of Transport on Free Delivery to Consignee's end basis directly to Punjab University of Technology Rasul.

2.1.3 Eligible Bidders

- i) The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/ Provincial/ District), a Local Body or a Public Sector Organization.
- ii) This Invitation for Bids is open to all suppliers, except as provided hereinafter.
- iii) Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).
- iv) Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).
- v) The Bidders must have NTN and STRN and active tax payer status
- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive.
- vii) A Bidder may be ineligible if –
 - a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - b) Payments in favour 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 established 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 debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.

2.1.4. Eligible Goods and Services

- i) All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.
- ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder.

2.1.5 Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.1.6 One person one Bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) 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.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1 Content of Bidding Documents

- i) The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - (a) Instructions to Bidders (ITB)
 - (b) Technical Specifications
 - (c) Bid Data Sheet
 - (d) General Conditions of Contract (GCC)
 - (e) Special Conditions of Contract (SCC)
 - (f) Schedule of Requirements
 - (g) Bid Submission Form
 - (h) Manufacturer's Authorization Form (if applicable)
 - (i) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form (if bid security as bank guarantee)
 - (m) Technical Bid Form
 - (n) Contract Form (at the time of contract signing)
 - (o) Financial Bid Form/ Price Schedule
 - (p) Performance Guarantee Form/ CDR (at the time of contract signing)
 - (q) Draft Integrity Pact (if applicable)
 - (r) Certificate
 - (s) Bidders Commentary Form
 - (t) Check list
- ii) The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) 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 from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2 Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Bid Data Sheet. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three (7) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**.
- iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

- v) 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.
- vi) 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 and by uploading same on the website of the procuring agency. 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 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3 Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- ii) All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) In order to allow prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

2.3. Preparation of Bids

2.3.1 Language of Bid

- i) 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 language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder should be in same language.

2.3.2 Bid Form

- i) The Bidder shall complete the Bid Form (Form-I & II) and Price Schedule (Financial Bid) furnished in the bidding documents, indicating the goods to be supplied, a brief description of goods, their country of origin, brand, model, quantity and prices.

2.3.3 Bid Prices

- i) Item wise total price in figures and grand total price, in words and figures should be quoted at the respective columns of the Bid Form. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.
- ii) **The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency. Prices indicated on the bid form shall be delivered duty paid (DDP) prices.**

2.3.4 Bid Currencies

- i) Firm and final prices shall be quoted in **Pak Rupees**

2.3.5 Documents Establishing Bidder's Eligibility and Qualification

- i) The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's/ Authorized Dealer's Authorization Form No. 8.3] or producer/Authorized dealer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;

- (c) that, 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 that country 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; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, 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.
 - (a) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of Procuring Agency's clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or reject the clarification.
 - (b) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.
 - (c) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
 - (b) carriage paid;
 - (c) received on, or before, or **after technical bids** the closing time and date for the submission of bids as **specified in BDS**; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

- xi) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7 Bid Security

- i) The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- ii) 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 Clause 2.3.8.
- iii) The bid security shall be in Pak. Rupees and shall be in one of the following forms:
 - (a) Bank guarantee or Call Deposit Receipt (CDR), valid for thirty (30) days beyond the validity of bid issued by from any scheduled bank.
- iv) Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Procuring Agency as nonresponsive
- v) Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency as rule 38(2)(a)(vii) of PPR14.
- vi) The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance guarantee.
- vii) The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract Or
 - (ii) to furnish performance guarantee
 - (iii) If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8 Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9 Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. 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, shall be signed and stamped by the authorized person.
- iv) Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The bidder should submit technical and financial bids in two separate envelopes clearly marking "Technical Bid" and "Financial Bid" covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.
- ii) The inner and outer envelopes shall:

- (a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
- (b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE. (Time and date),” the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.
- iii) The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- iv) If the outer envelope is not sealed and marked properly, the Procuring Agency will assume no responsibility for the bid’s misplacement or premature opening.
- v) Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.
- ii) The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3 Late Bids

- i) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder.
- ii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4 Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.
- ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i). A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- iii) No bid may be modified after the deadline for submission of bids.
- iv) No bid may be withdrawn 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 Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security (along with other remedies available under PPR-14).
- v) Revised bid may be submitted after the withdrawal of the original bid by written notice before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1 Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all bids, in public, in the presence of bidders or bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders or bidders’ representatives who are present shall sign an attendance sheet evidencing their presence.
- ii) First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder, pursuant to **2.4.3 (i)**
- vi) The financial bids of only technically qualified bidders will be opened. Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.
- vii) Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- viii) The Procuring Agency will prepare minutes of the bid opening.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.

2.5.2 Confidentiality

- i) 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 in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** 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.

2.5.3 Clarification of Bids

- i) During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. The request for clarification and the response shall be in writing or in electronic forms, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4 Preliminary Examination

- i) The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have properly been signed, and whether the bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis.
 - a) If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
 - b) If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive bid is one which most closely conforms to all the terms and conditions of the bidding documents without deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4;
 - 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 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.

2.5.5 Examination of Terms and Conditions; Technical Evaluation

- i) 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.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- i) 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.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. 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 2.3.8**.

2.5.8 Post-Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily as per evaluation criteria listed in BDS & ITB clause 2.1.3.
- ii) The determination will take into account the Bidder's experience, Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/ qualification expressed in BDS as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.

- v) The Procuring Agency's **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties. A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.

2.5.9 Contacting the Procuring Agency

- i) No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency has constituted a Grievance Redressed Committee (GRC) with proper powers and authorization to address the complaints.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) 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 ten days after the announcement of the Final evaluation reports. In case of single stage – two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance 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.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2 Performance Guarantee

- i) Within seven (07) days of the receipt of notification of award, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3 Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will **send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties.** Within seven (07) days of issuance of notification of award, the successful Bidder shall sign, stamp and date the contract.
- ii) The procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4 Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

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

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 I(iv) of PPR-14 (not more than 15%).

2.6.6 Procuring Agency's Right to Accept or Reject All Bids

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Procuring Agency's action.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any.
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7 Re-bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8 Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
 - (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in contract execution; and
 - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,
 - (c) "collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:
 - i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

- ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

- “17A. Blacklisting.** – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.
- (2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.
 - (3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.
 - (4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

- 21. Blacklisting.** –(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:
- (a) acted in a manner detrimental to the public interest or good practices;
 - (b) consistently failed to perform his obligation under the Contract;
 - (c) not performed the Contract up to the mark; or
 - (d) indulged in any corrupt practice.
- (2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:
- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
 - (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.
- (3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.
- (4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.
- (5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.
- (6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
- 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

- I 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.
 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.
 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.
 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.
 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.
 7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
 8. 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.
 9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
 10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
 11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
 12. The Authority shall immediately publish the information and decision of blacklisting on its website.
 13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
 14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
 15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
 16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
 17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9 Verification

- i) Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.

Section-III. Technical Specifications

3.1. Technical Specifications

Note: It is mandatory for Bidder to present pre-delivery demonstration/ Inspection to the Procuring Agency at bidder's cost.

Car

S.#	Description	Quantity
1	Car Seating capacity: 5 Engine Displacement: min 990 CC Engine Power: min 50 bhp @ min 4500 RPM Transmission Type: Automatic Gearbox 5-speed Engine type: min 3 cylinder in-line Fuel Tank Capacity min 35 L Fuel Type Petrol/ hybrid etc. Ground Clearance min 140 mm No of Doors 4 door Milage: 12 KM/L (average) or better Braking system: Front-Disc Brakes, Rear-Drum or Disc with ABS and EBD (Electronic Brake Pressure Distribution). Steering system: Power Steering (EPS) Wheel Type: MS wheels or better. Air conditioner, Air Bags (2), Heater, Power Windows. Steering Adjustment, Tachometer, Power Windows, Power Door Locks, Speakers, AM/FM Radio, and other standard features Colour: White With all standard equipment, tools, accessories and fittings. Operator's and Service manual One-year comprehensive warranty Note: Selection will be made on cost and performance basis. Comparison shall be made on the basis of whole life cost (purchase and operational cost on the basis of 10 years life on average 90,000 km per year, fuel cost, engine oil cost, as given in financial criteria.	03 Nos.

Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Punjab university of Technology Rasul The subject of procurement is: Cars 3 Nos. Period for delivery of goods: 120 days Commencement date for delivery of Goods: immediately on signing the contract and issuance of Procurement/Supply order
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2023-24 Name of Project: Provision of Infrastructural, Academic and Operational Facilities to the Punjab University of Technology Rasul MB Din Name of financing institution: Government of Punjab (Development Fund) Name and identification number of the Contract: Cars 3 Nos. (PUT/PMU/2023-24/18)
3.	2.1.3	provide relevant certificates of non-debarred/ non-blacklisting, NTN, STRN, non-bankrupt, non-involvement in corrupt and fraudulent practices
4.	2.1.4	Ineligible countries are: India and Israel
5.	2.3.6 (iii)	Authorization by manufacturer/dealer/seller: required on Form 8.3 Qualification requirements. The potential bidder must also fulfill the following: Technical Brochures of goods quoted, mentioning its specifications, manufacturer's Brand and model etc.
B. Bidding Documents		
6.	2.2.2(i)	The address for clarification of Bidding Documents: Procurement Officer, Punjab University of Technology Rasul. 0336-1031892, email: rasulian786@gmail.com
7.	2.2.2 (iv) 2.2.2(v) 2.2.2(vi)	Date of Uploading of responses to clarifications (if any) on procuring agency website: on 21-9-23. Pre-bid meeting will be held on 18-09-2023 at 11:00AM in conference room of PUT Rasul Minutes of Meeting along with clarification will be uploaded on PUT Rasul website on 21-9-23.
8.	2.3.9	The number of bidding documents to be completed and returned is in one original and one copy.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Language of the bid – English and other documents brochures etc., if not available in English will be provided after translation in English language by approved translation agency.
10	2.3.4	The Full and final prices shall be quoted in Pak Rupees The price quoted shall be Delivered Duty Paid.
11.	2.3.4	The Full and final prices shall be quoted in Pak Rupees
12.	2.1.4 (ii)	<u>Country of origin:</u> Origin in eligible source countries, as per policy of Govt. of Pakistan
D. Preparation and Submission of Bids		
13.	2.1.3	Qualification Criteria/Knock down criteria. a) NTN registration certificate of firm. Attested copy b) General Sales Tax registration certificate of firm. Attested copy c) Active Tax Payer Status FBR d) Professional Tax certificate 2022 or latest. Attested copy e) Average Annual Turnover for last 5 years must be Rs. 50 million or More (provide last 05 years "2018,2019, 2020, 2021 & 2022" Income Tax Returns) f) Technical Brochures of goods quoted, mentioning its specifications, manufacture's Brand and model. g) certificate of legally and financially autonomous & operation of non-dependency to Government under commercial law (for Government-owned enterprises). h) Firm must be in operation from last 05 years (NTN registration 05 years old) i) Technical Brochures/ catalogues of goods quoted MUST be attached j) An affidavit on legal stamp paper worth Rs. 300 to the effect that

		<ul style="list-style-type: none"> Bidder is neither currently blacklisted or debarred from any government / semi-Government organization nor is any litigation pending in this regard. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. The provided information is correct.
		k) Bidder is authorized for supply of goods for this tender from the manufacturer /authorized Partner/ distributor/ dealer/ seller as given in specifications (provide certificates form 8.3)
		l) Registration of the Bidder with relevant forums/ organizations.
14.	2.3.6& 2.3.7	Spare parts may be required for 05 years of operation. Supplier will provide certificate that he will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.
15.	2.4.2 (i)	Bid shall be submitted to: Project Director, Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
16.	2.4.2 (ii)	Deadline for Bid submission: As per Advertisement of this package and can be amended as per need.
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening. 30 minutes after closing time of bid submission in Conference Room of Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
18.	2.6.2	Amount of Performance Guarantee is: ten percent (10%) of the contract amount in shape of Bank Guarantee, Call Deposit in favour of Punjab University of Technology Rasul valid for warranty period.
19.	2.3.7	Estimated Contract Price is: Rs. 12,312,000/- Amount of Bid security is about 2% of estimated price= Rs. 246,300/- Bid security in shape of Call Deposit Receipt (CDR) in favour of Punjab University of Technology Rasul valid for warranty period.
20.	2.3.8	Bid validity period after opening of the Bid is: 120 days
21.	2.3.9	Number of copies of the Bid to be provided are: one original & one copy
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: As per advertisement, 30 minutes after closing time of bid submission.
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes only in Pak Rupees.

F. Bid Evaluation Criteria

1. Technical Evaluation Criteria

ITB 2.5.8	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price package wise offered by the qualified responsive bidder.		
	A- Mandatory Criteria As per Qualification Criteria given above/ Knock down criteria		
	B- Marking Criteria		
Sec.#	Description	Max Marks	Marks Allocation
1	Company Profile, Experience etc.	(35)	
i.	Experience in years / Market Existence From the date of NTN Registration (NTN Certificate must be attached)	10	Less than 5 years= 0 marks 5 years= 6 marks 1 Marks per year above 5 years (Maximum 10 Marks)
ii.	Value of Projects in public sector Cost of Supply/ Installation having similar nature & of value 15 million or above over last 05 years in public sector. (Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)	15	03 marks Per Project/ supply (Maximum 15 Marks)
iii.	Relevant Brand Supply Experience Experience of Supply of quoted brand in north Punjab over last 10 years	10	01 mark Per year (Maximum 10 Marks)

	(Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)		
2	Financial Position	(30)	
i.	Sum of Annual Sales /Annual Turnover (Last five years) (Signed and stamped statement along with tax return last 05 years (2018, 2019, 2020, 2021 & 2022) must be attached, otherwise, no marks shall be awarded.)	15	30+ to 60 Million 3 Marks 60+ to 90 Million 6 Marks 90+ to 120 Million 9 Marks 120+ to 150 Million 12 Marks Above 150 Million 15 Marks (Maximum 15 Marks)
ii.	Fixed Assets (Current) (Documentary proof of tax return required)	05	1.0 to 5.0 Million 2 Marks 5.0 + to 10 Million 4 Marks Above 10 Million 5 Marks (Maximum 05 Marks)
iii.	Tax Return Active Tax Payer for Financial Year 2018, 2019, 2020, 2021 & 2022.	05	1 Mark per year (Maximum 05 Marks)
iv.	Bank Balance / Credit Limit If bank balance / credit limit up-to <u>June, 2023</u> - is equal to 15 million or more, full marks may be awarded.	05	Otherwise, the marks may be awarded as: <u>Closing Balance or Credit Limit</u> x 05 15 million
3.	After Sale Service Facilities & Existence of Quoted Brand in Vicinity	(10)	
i	After Sale Service Workshop location Required details are as under: - Complete address, ownership / rent agreement, years of workshop established on the same place. In case of missing information, no mark may be awarded.	4	At Mandi Bahauddin: 04 Marks In Gujranwala Division: 03 Marks In Lahore/Rawalpindi/Islamabad Divisions: 01 Marks Other than above Divisions: 00 Marks Maximum 04 marks (Certificate must be attached and Address, telephone and e-mail be provided)
ii	Availability of spare parts Complete address, cell/ phone number and e-mail of owner of store/ shop shall be provided. In case of missing information, no mark may be awarded. (Certificate must be attached)	3	At Mandi Bahauddin: 03 Marks In Gujranwala Division: 02 Marks In Lahore/Rawalpindi/Islamabad Divisions: 01 Marks Other than above Divisions: 00 Marks Maximum 03 marks (Certificate must be attached and Address, telephone and e-mail be provided)
iii	Existence of Quoted Brand in North Punjab (Proof of sale of quoted brand)	3	0.5 mark each year (Maximum 03 Marks)
4.	HR, & Satisfactory Supply proof	(15)	
i	HR/ Staff Strength (Payroll of June 2023) Technical Staff (Diploma / Degree holder) List of Staff along with qualification must be attached and related final degree/ diploma/ transcripts.	10	1.5 Marks per 16-year degree holder max=06 1 mark for Diploma max=04 (Maximum 10 Marks)
ii	Letter of Satisfaction after sale service by the purchaser for supply value of minimum 05 million Please attach satisfaction/ appreciation letter. (In case of missing information, no mark may be awarded.)	05	01 mark for each certificate (Maximum 05 marks)
5	<ul style="list-style-type: none"> Company Presentation= (03 marks) Product Demonstration= (03) Repair and Maintenance Facilities Demonstration (04) (Must provide videos for all in USB)	(10)	To be assigned by the Technical Committee (Bidder is required to give demonstration of quoted products and have the capability to Repair and Maintenance the products for 5 years, in soft form in USB duly sealed. Evaluation committee may demand physical demonstration)
	TOTAL MARKS	(100)	

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. The successful bidder will have to give the demonstration of quoted items at PUT Rasul.
Qualifying Marks 50% in each section is mandatory
Minimum 65% marks are mandatory in this stage.

2. Criteria for Evaluation of Financial Bid		
Sr. #	Description	Bidder parameter
1	COST OF VEHICLE	
2	Purchase price of the vehicle including transportation charges to PUT Rasul C_p (Rs.)	As in form 8.10
3	service life of vehicles @ 90,000km/year over 10 years (km)	900,000
4	Time of Vehicle operation (years)	10
5	MAINTENANCE COST	
6	Mean time between failures $MTBF$ (km)	As in form 8.10
7	Average hourly price for work and workshop equipment for failure maintenance c_{pm} (Rs. /hour)	As in form 8.10
8	Mean working time to repair one fault t_{pc} (hour)	As in form 8.10
9	Corrective maintenance costs C_{MC} (Rs.)	To be calculated
10	Preventive maintenance interval $MTBMP$ (km/ years)	As in form 8.10
11	Average hourly price for work and workshop equipment for preventive maintenance p_{pm} (Rs. /hour)	As in form 8.10
12	Average working time per one preventive maintenance t_{pm} (hour)	As in form 8.10
13	Preventive maintenance costs C_{MP} (Rs.)	To be calculated
14	OPERATIONAL COST	
15	i-Fuel cost	
16	Average fuel consumption (km/litre) To be verified physically	As in form 8.10
17	Rate of Fuel per litre (Rs.) as per prevailing market rate on day of opening	-
18	Total Fuel costs (C_F) for 900,000 km (Rs.)	To be calculated
19	ii-Engine oil and Gear Oil	
20	Interval for change of engine oil. in km	3000
21	Quantity required for one time change of engine oil. (litres)	As in form 8.10
22	Cost of operation for Engine Oil over 900,000km C_{OE} (Rs.) as per prevailing market rate on opening day	To be calculated
23	Interval for change of Gear oil. in km	3000
24	Quantity required for one time change of Gear oil. (litres)	As in form 8.10
25	Costs for operation Gear oil over 900,000 km: C_{OG} (Rs.) as per prevailing market rate on opening day	To be calculated
26	iii-Tyres Cost	
27	Number of tyres of vehicle	04
28	Price of one tyre including labour (Rs.) as per prevailing market rate on opening day	-
29	Tyre change interval in km	As in form 8.10
30	Total cost of tires: C_T (Rs.) = 900,000/ change interval x 4 x price of one tire	To be calculated
31	Number of batteries in one vehicle (N_B)	As in form 8.10
32	Price of one battery including labour (Rs.) as per prevailing market rate on opening day	-
33	Battery change interval in km	As in form 8.10
	Total cost of Batteries: C_B (Rs.) = 900,000/ change interval x N_B x price of one tire	To be calculated
	Life cycle cumulative costs LCC ($C_p + C_{MC} + C_{MP} + C_F + C_{OE} + C_{OG} + C_T + C_B$)	To be calculated
	Life cycle specific costs $LCCS = LCC/\text{milage}$	To be calculated

Note 1: Bidder with Least Life Cycle Cost will be awarded contract who has been qualified in technical evaluation.

Note 2: Bidder should give his parameters in “financial bid form/ price schedule” (Form 8.10) only.

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15%
2.6.2	The Performance Guarantee shall be: ten percent (10%) of the contract amount
2.6.2	The Performance Security (or guarantee) shall be in the form of: CDR or Bank Guarantee in favour of Punjab University of Technology Rasul valid for warranty period.

Section V. General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “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.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means the organization purchasing the Goods, as named in SCC.
- (h) “The Procuring Agency’s country” is Islamic Republic of Pakistan.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places mentioned in the Form of Bid
- (k) “Day” means calendar day.

2. Application

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

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, “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 product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

3a. One person one bid

3.4 In any procurement, one bidder may submit one bid of a specific package and if one bidder submits more than one bids of the same package, the procuring agency shall reject all such bids. However, one bidder may bid for one or more packages.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Procuring agency.

5.1 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 so far as may be necessary for purposes of such performance.

- 5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 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.
- 5.4 The Supplier shall permit the Procuring Agency 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 donors, if so required by the donors.

6. Patent Rights

- 6.1 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 the Procuring Agency's country.

7. Performance Guarantee

- 7.1 Within seven (07) days of receipt of letter of intent/ notification of contract award, the successful Bidder shall furnish to the Procuring Agency the performance guarantee in the amount specified in SCC/ BDS & clause 2.6.2 of ITB.
- 7.2 The proceeds of the performance guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
 - (b) a Bank Guarantee or Bank call-deposit (CDR),
 - (c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency
- 7.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 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 requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. For the purpose of inspections and tests of goods, the Supplier shall inform the Procuring Agency at least 15 working days in advance when all or any specific consignment / installment of goods is manufactured and ready for inspection.
- 8.2 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.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- 8.4 The Procuring Agency post-delivery right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived 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.

- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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.
- 9.2 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.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.
- 10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost as per delivery schedule mentioned in ***"bid data sheet"*** after issuance of procurement order. Delivery period can be extended by the Procuring Agency on the written request of the contractor, giving compelling reasons for delay in delivery.
- 10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms
- 10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.

12. Transportation

- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, transport to such place of destination in the Procuring Agency's country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

13. Incidental Services

- 13.1 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 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 **in English** for each appropriate unit of the supplied Goods;
 - (d) In case of specialized items, supplier will provide necessary training to the PUT Rasul staff / faculty free of cost on-site, in assembly, start-up, operation, maintenance, and repair of the supplied Goods. The terms and conditions for such training, may however, be mutually decided between the PUT Rasul and the successful bidders, if so required.
- 13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:
- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
 - (ii) original price of goods.

14. Spare Parts

- 14.1 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.

14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of Procuring Agency.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, 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's 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 the country of final destination.
- 15.2 Bidders must provide **one-year free** comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.
- 15.3 The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 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.
- 15.5 If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/ relevant provision of PPA-14 including Blacklisting.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 12, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 The currency of payment is **Pak. Rupees**.

17. Prices

- 17.1 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.

18. Change Orders

- 18.1 The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2. 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's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

- 19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. Assignment

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

21. Sub-contracts

- 21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

- 22.1 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.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing 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.
- 22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to the Clause 25, 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 or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

- 24.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract / bidding documents, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

- (d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process
- vi. The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the Procuring Agency. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the Procuring Agency), the contract may be considered for termination or cancellation.

On the happening of any of the above event, the performance guarantee will be forfeited.

- 24.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, 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.
- 25.4 The procuring agency may extend the delivery period in case of force majeure with or without imposing penalty.

26. Termination for Insolvency

- 26.1 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.

27. Termination for Convenience

- 27.1 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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 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 prices. For the remaining Goods, the Procuring Agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

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

33. Provision of Sample

33.1 The procuring agency can demand sample of any good for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.

34. Repeat Order

34.1 The contractor may provide Machinery & Equipment on repeat order (not exceeding 15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

35. Physical examination of Goods

35.1 The Inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.

35.2 If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc., even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within **20** days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/ installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years; onus of proof of innocence shall be on the supplier.

Section VI. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)	GCC 1.1 (g) The Procuring Agency is: Punjab University of Technology Rasul GCC 1.1 (h) The Procuring Agency's country is: Islamic Republic of Pakistan GCC 1.1 (i) The Supplier is: [Bidder to provide detail here] <hr/> GCC 1.1 (j) The Project Site is: PUT Rasul, 13km Sarai Alamgir Road, Mandi Bahauddin.
2. Country of Origin	GCC Clause 3 All countries except India & Israel
3. Performance guarantee (GCC Clause 7)	3.1 The amount of performance guarantee, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.
4. Inspections and Tests (GCC Clause 8)	4.1 Pre-delivery / Post-delivery Inspection will be arranged at PUT Rasul. The acceptance parameters are as following: 1. Confirming to the contractual specifications of items 2. Satisfactory performance of functional test of the equipment 3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
5. Packing (GCC Clause 9)	Packing should ensure safe and sound delivery at site.
6. Delivery and Documents (GCC Clause 10)	6.1 Upon delivery, the Supplier shall provide the following documents to the Procuring Agency: (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and (vii) Certificate of origin. Note: The above documents at Sr.# (i) would be required even if the equipment has already been imported and is available with the supplier ex-stock.
7. Insurance (GCC Clause 11)	7.1 The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.
8. Incidental Services (GCC Clause 13)	8.1 Incidental services to be provided are: a. At site complete training of Procuring Agency's nominated staff free of cost regarding maintenance and operation of Goods (if required by Procuring Agency).

	b. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, without extra cost, starting from final acceptance of goods.
9. Spare Parts	GCC 14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within seven (7) days for local and within two (2) months for foreign be supplied of placing the order and opening the letter of credit.
10. Warranty (GCC Clause 15)	<p>10.1 In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. 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:</p> <p>(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,</p> <p>or</p> <p>(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 0.2 % of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.</p> <p>Or</p> <p>(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.</p> <p>GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.</p>
11. Sample Provision	11.1 GCC 33.1 “Samples of any good(s) be provided for demonstration by the supplier on his own cost on the demand of technical evaluation committee”.
12. Payment (GCC Clause 16)	<p>12.1 GCC 16.1-The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment in Pak Rupees will be made through cross cheque after delivery, installation and commissioning of the machinery/ equipment after inspection at PUT Rasul. The contractor shall provide all necessary supporting documents along with invoice for payment.</p>
13. Taxes (GCC Clause 32)	13.1 PUT Rasul shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
14. Prices (GCC Clause 17)	14.1 Prices shall be: Fixed and shall not be adjusted.
15. Liquidated Damages (GCC Clause 23)	<p>15.1 GCC 23.1-Applicable rate: 0.2 % of late delivered goods per day</p> <p>15.2 Maximum deduction: 10 % of contract price</p>
16. Resolution of Disputes (GCC Clause 28)	<p>16.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:</p> <p>In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.</p>

17. Governing Language (GCC Clause 29)	14.1 The Governing Language shall be: English.
18. Applicable Law (GCC Clause 30)	18.1 The procurement process will be governed under Punjab Procurement Rules – 2014 or latest. The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: <ul style="list-style-type: none"> a. The Contract Act 1872. b. The Arbitration Act 1940
19. Change of Model	19.1 In case of end of manufacturing of quoted model at the time of delivery, latest / upgraded model of same brand fulfilling all specifications of quoted model may be accepted on the recommendations of relevant technical expert (s) with the approval of Procurement Committee. However, contractor has to provide all necessary documents pertaining to end of quoted model for the satisfaction of procuring agency / Committee.
20. Notices (GCC Clause 31)	20.1 Procuring Agency's address for notice purposes:
	Office of Convener, Procurement Committee, Punjab University of Technology Rasul, 13km, Sarai Alamgir Road, Mandi Bahauddin. Tel: 0546-553216 Tel: 0546-553354
	20.2 Supplier's address for notice purposes: Please provide: _____ _____

Section VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as days stipulates a delivery date which is the date at which delivery is required.

Number Description Quantity Delivery schedule (shipment)
In 120 days from date of signing contract ¹

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Cars

S.#	Description	Quantity	Delivery schedule (shipment) in days
1	Car min 990CC Specifications as per Purchase Order/ Supply Order	03	120 days

¹ The Procuring Agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section VIII. Sample Forms

8.1. Bid Submission Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

No: _____ Date: _____

To

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents including Addenda Nos. _____ if any, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver full package (Cars 3 Nos.) in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* firm and final including all taxes etc] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for bid for a period of 120 days from the date fixed from Bid opening under clause 2.3.8 of the Instructions to Bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:
Technical bid includes the following:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original Bid security form (as per **form 8.11**) along with Original financial instrument *[Bank Guarantee / Bank call-deposit (CDR)]* valid for **30 Days**, beyond the validity of Bid.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following:

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Copy of bid security form along with copy of financial instruments *[Bank Guarantee / Bank call-deposit (CDR)]* valid for **30 Days**, beyond the validity of Bid in the manner as prescribed on the bid security form **8.11**.
- d) *Any other document required by the procuring agency not inconsistent with PPR-14.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider	Amount (Rs.)

If none, state none)

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.3. Manufacturer's/ Authorized Dealer's Authorization Form
[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To:

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

WHEREAS *[name of the Manufacturer/ Authorized Dealer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer/ Authorized Dealer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address: _____	
Office Telephone Number: _____	
Email: _____	
3.	Contact Person:
Name: _____	
Personal Telephone Number: _____	
Email Address: Email: _____	
4.	Details of District wise offices
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____ // _____	
Email: _____	
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns (Last 05 years)

b) Details of Experience (Last 05 Years)

(i)	Supply of Similar nature & similar cost or above (Agency/Department)	Item Name relevant to package
	1-	
	2-	
	3-	
	4-	
	5-	
(ii)	Value of total Projects/Tenders/Pos	Amount (Rs. In Million)
	1-	
	2-	
	3-	
	4-	
	5-	

c) Staff Detail and last month Payroll with following detail duly signed and stamped

S#	Name of Employee	Designation	Highest qualification	PEC Registration#

d) Total Annual Sales /Annual Turnover (last five years)

e) Fixed Assets detail

f) Bank balance / credit Limit

g) detail of set up for provision of after sale service.

h) List of offices other than head office with Complete address, ownership / rent agreement, years of office established on the same place.

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

*[To be printed on **PKR 300** Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Punjab University of Technology Rasul of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Punjab University of Technology Rasul. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

To,

Convener, Purchase Committee,
Punjab University of Technology Rasul

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of “INVITATION TO BID FOR THE PROVISION/ INSTALLATION OF **Package No. PUT/PMU/2023-24/18, “Cars 3 Nos.”** to supply [(hereinafter called “the Contract”). Dated _____ 20____

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule 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 _____ day of _____ 20____ or _____ days [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

Form-I

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification against each item.

Sr. No.	Item Name with Specifications	Quantity along with Unit	Country of Origin	Quoted Brand with country of manufacturer, Make & Model
1	2	3	6	7
1				

Stamp & Signature of Bidder _____

Form II BIDDER'S COMMENTARY FORM

Bidder is required to insert specifications of quoted item, elaborate variations if any and give remarks against each component of specifications of the item quoted for supply.

Sr. No.	Item Name with Specifications as per Bid documents	Quoted Item Name with Specifications	Variations	Remarks
1				
2				
3				

Stamp & Signature of Bidder _____

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

THIS AGREEMENT made the _____ day of _____ /**2023** between *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., **package No. PUT/PMU/2023-24/18, Cars 3 Nos..** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding Document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.
5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.
6. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm. Destruction cost of substandard product will be borne by the firm i.e., burning, Dumping, Incineration etc.
7. The supply shall not be accepted if found substandard. The seller shall be bound to replace the substandard stores immediately.
8. Seller shall ensure timely, continuous / uninterrupted supply of goods to the end users as per demand throughout the contract period. The seller shall have to supply such quantity as ordered.
9. If the rates charged by the seller are found higher than the market rates the extra money charged shall have to be refunded by the seller.
10. Payment will be made by the end users as per rules after completion of all codal formalities.
11. In case of breach of terms & conditions of contract agreement security of the seller shall be forfeited.
12. The seller will be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

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

<u>Procuring Agency</u>	<u>Supplier / Contractor</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____

WITNESS:

1. _____
2. _____

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

To,

Convener, Procurement Committee,
Punjab University of Technology Rasul.

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned prices at _____.

Sr. No.	Item Name with Specifications	Country of origin, brand name, make & model	Quantity along with Unit	Pak Rupees			
				Unit Price without GST	GST per Unit	Unit Price with GST	Total Price Inclusive all Taxes (In Words & Figures)
1	2	3	4	5	6	7	8
			03 Nos.				
Grand Total							

Amount of Grand total in Words: _____)

We understand that the Procuring Agency intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid vehicles due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder. Data for Life Cycle calculation is given as under:

Sr. #	Description	Bidder parameter
1	Mean time between failures <i>MTBF</i> (km)	
2	Average hourly price for work and workshop equipment for failure maintenance <i>cm</i> (Rs./hour)	
3	Mean working time to repair one fault <i>tpc</i> (hour)	
4	Preventive maintenance interval <i>MTBMP</i> (km/ years)	
5	Average hourly price for work and workshop equipment for preventive maintenance <i>c p</i> (Rs./hour)	
6	Average working time per one preventive maintenance <i>t pm</i> (hour)	
7	Average fuel consumption (km/litre)	
8	Quantity required for one time change of engine oil. (litres)	
9	Quantity required for one time change of Gear oil. (litres)	
10	Number of batteries in one vehicle	
11	Average Battery change interval in km	

Note:

- All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
- In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB clause 2.5.6).
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid. Required if the bid security is in shape of bank guarantee]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

8.12. Draft Integrity Pact

(For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No. _____ **Dated** _____ **Contract Value:** [To be filled in at the time of signing of Contract]

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 Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Certificate

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.]

- A. We undertake that our organization M/S_____ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.
- B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.
- C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.
- D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.
- E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Evidence attached (Yes/No)	Given at page(s) #
1	Original or print of online bid fee receipt for online purchase of tender along with technical proposal.		
2	02% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN) at least five years old		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	Manufacturer's/Dealer's/Seller's Authorization as per form 8.3		
7	Max 05 similar nature supply having cost 10 million or above performed / executed in public sector during last 05 years (supply order or completion certificate). The procuring agency reserves the right to verify from the issuer.		
8	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
9	Affidavit (as per form 8.6) on non-judicial Stamp Paper minimum worth of Rs. 300/- mentioning the followings (i) The documents/ photocopies provided with Bid are authentic. In case of any fake/bogus document noticed at any stage. They shall be black listed as per Rules / Laws. (ii) Affidavit for correctness of information. Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department.		
10	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped at the time of contract signing in case of bank guarantee otherwise not applicable.		
11	Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped in financial bid.		
13	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped in case of bank guarantee otherwise not applicable.		
14	i. Work order / supply order / purchase order of previous relevant experience for turnout. ii. Company profile. Staff list along with location and address. iii. Income Tax Returns, National tax number Certificate, General Sale Tax Number Certificate (last 05 year). Bidders profile Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	iv. Bank Balance Statement for June, 2023		
16	Certificate by bidder for provision of after sale service for 05 years.		
17	Payroll of June 2023 along with degrees, diplomas of technical staff		
18	Letter of Satisfaction after sale service by the client who has purchase of minimum 05 million		
19	Presentation of company, its products and repair & maintenance facilities for demonstration, word format of specifications (in soft form in USB)		
20	Technical Brochures/ catalogues of goods quoted, mentioning its specifications, manufacture's Brand and model etc. in hard & in word format.		
21	On letter head certificate that supplier will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.		
22	On letter head certificate that supplier is not black listed etc (as per certificate provided in bidding document)		
23	One original and one copy of Bid provided		

Stamp & Signature of Bidder _____

Tender Registration No. PUT/T-Reg/2023-24/ dated: _____

Issued to: _____



Punjab University of Technology Rasul

BIDDING DOCUMENTS FOR National Competitive Bidding

Procurement of Tractor, Accessories etc.

Bid Reference No:	PUT/PMU/2023-24/19
Package No.19 Package Name:	Tractor, Accessories etc.
Procurement Procedure & Method	Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)
Last Date & Time of Receipt of Bids	As per Advertisement
Bid Opening Date & Time:	As per Advertisement

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Section-I: INVITATION TO BIDS

TENDER NOTICE

Punjab University of Technology Rasul invites sealed bids/proposals from well-reputed and financially sound firms/suppliers having sufficient relevant experience as per bid documents, registered with Income Tax and Sales Tax Departments as per PPRA rules for purchase of goods for the ADP Scheme titled “Provision of Infrastructural Academic and Operational facilities to the Punjab University of Technology Rasul M.B.Din” in lots/packages given below to be delivered and equipments installed (if any) in concerned Lab(s), at PUT Rasul on DDP (Duty Delivered Paid) basis more specifically described in Technical Specifications.

Tender No.	Description of Packages	Estimated Cost/ Bid Security (Rs.)	Mode of Procurement	Closing Date & Time and opening time	Bid rates Validity & Delivery Period
PUT/PMU/2023-24/19	Package/ lot No. 19 Tractor, Accessories etc.	3,343,000/ 66,900	Single stage two envelope procedure on cumulative cost basis	25.09.2023 11:00AM 11:30AM	120 days 90 days

Interested eligible bidders can obtain bid documents in English language containing detailed item specifications, quantity and terms & conditions from office of the Project Director, Punjab University of Technology Rasul from 09:00 a.m. to 03:00 p.m. on any working day (Monday to Friday), on submission of written application and upon payment of non-refundable tender fee Rs. **5000/-** per package which should be deposited in university account No. **3174230619** NBP GSE Rasul Branch code 0469, Account Title: “Punjab University of Technology Rasul, Fund”. Bid documents can also be downloaded from websites of PPRA or from Punjab University of Technology Rasul www.putrasul.edu.pk. In this case, tender fee can be transferred/ deposited online per package and send scanned copy of online transfer /deposit receipt by email before closing date for issuance of bid registered number. In case of any query, guidance can be sought from **Imtiaz Ahmad Awan, Procurement Officer** of the University. (Tel: +92 (336) 1031892, Email: rasulian786@gmail.com).

The sealed bids/proposals marked with Tender for relevant Package No. & name supported with Financial Proposal along with a bid security as given against each lot above in shape of **CDR/ Bank Guarantee** in favor of the **Punjab University of Technology Rasul** should reach in the Office of Project Director, **Punjab University of Technology Rasul** latest by **closing date & time given above**. Bids will be opened on the same day after **30 minutes of closing time** by the Procurement Committee, in the presence of the bidders or their authorized representatives who wish to attend the meeting.

PUT Rasul will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case the last date of submission of bids falls on closed official days/ holidays, the date for submission and opening of the bids shall be the next working day (Monday to Friday). University NTN is 9022261-4

Note: Procurement shall be governed by Punjab Procurement Rules, 2014.

Project Director (PMU), Punjab University of Technology Rasul

Section II Instructions to Bidders (ITB)

General Instructions

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. Bidders must submit bids of all items of the lot. The successful bidder will be responsible for delivery, installation & commissioning (if any) of all items at consignee's end in new, safe, sound and in operational condition within the specified period and timelines as stated in the Bid Data sheet (BDS).

2.1.2 Source of Funds

- i) PUT Rasul has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued. Procuring Agency intends to fix the price / conclude the contract for the supply of Transport on Free Delivery to Consignee's end basis directly to Punjab University of Technology Rasul.

2.1.3 Eligible Bidders

- i) The bidder shall also have to submit a copy of registration certificate and Memorandum of Association / Partnership deed registered with the Registrar of Companies in Pakistan. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/ Provincial/ District), a Local Body or a Public Sector Organization.
- ii) This Invitation for Bids is open to all suppliers, except as provided hereinafter.
- iii) Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).
- iv) Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).
- v) The Bidders must have NTN and STRN and active tax payer status
- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive.
- vii) A Bidder may be ineligible if –
 - a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - b) Payments in favour 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 established 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 debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - f) The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.

2.1.4. Eligible Goods and Services

- i) All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.
- ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder.

2.1.5 Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.1.6 One person one Bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) 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.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1 Content of Bidding Documents

- i) The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - (a) Instructions to Bidders (ITB)
 - (b) Technical Specifications
 - (c) Bid Data Sheet
 - (d) General Conditions of Contract (GCC)
 - (e) Special Conditions of Contract (SCC)
 - (f) Schedule of Requirements
 - (g) Bid Submission Form
 - (h) Manufacturer's Authorization Form (if applicable)
 - (i) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form (if bid security as bank guarantee)
 - (m) Technical Bid Form
 - (n) Contract Form (at the time of contract signing)
 - (o) Financial Bid Form/ Price Schedule
 - (p) Performance Guarantee Form/ CDR (at the time of contract signing)
 - (q) Draft Integrity Pact (if applicable)
 - (r) Certificate
 - (s) Bidders Commentary Form
 - (t) Check list
- ii) The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) 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 from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2 Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Bid Data Sheet. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three (7) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.
- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**.
- iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

- v) 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.
- vi) 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 and by uploading same on the website of the procuring agency. 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 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3 Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- ii) All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) In order to allow prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

2.3. Preparation of Bids

2.3.1 Language of Bid

- i) 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 language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder should be in same language.

2.3.2 Bid Form

- i) The Bidder shall complete the Bid Form and Price Schedule (Financial Bid) furnished in the bidding documents, indicating the goods to be supplied, a brief description of goods, their country of origin, brand, model, quantity and prices.

2.3.3 Bid Prices

- i) Item wise total price in figures and grand total price, in words and figures should be quoted at the respective columns of the Bid Form. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.
- ii) **The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency. Prices indicated on the bid form shall be delivered duty paid (DDP) prices.**

2.3.4 Bid Currencies

- i) Firm and final prices shall be quoted in **Pak Rupees**

2.3.5 Documents Establishing Bidder's Eligibility and Qualification

- i) The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's/ Authorized Dealer's Authorization Form No. 8.3] or producer/Authorized dealer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;

- (c) that, 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 that country 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; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, 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.
 - (a) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of Procuring Agency's clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or reject the clarification.
 - (b) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.
 - (c) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
 - (b) carriage paid;
 - (c) received on, or before, or **after technical bids** the closing time and date for the submission of bids as **specified in BDS**; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

- xi) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7 Bid Security

- i) The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- ii) 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 Clause 2.3.8.
- iii) The bid security shall be in Pak. Rupees and shall be in one of the following forms:
 - (a) Bank guarantee or Call Deposit Receipt (CDR), valid for thirty (30) days beyond the validity of bid issued by from any schedule bank.
- iv) Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Procuring Agency as nonresponsive
- v) Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring Agency as rule 38(2)(a)(vii) of PPR14.
- vi) The successful Bidder's bid security will be discharged upon the Bidder signing the contract, and furnishing the performance guarantee.
- vii) The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract Or
 - (ii) to furnish performance guarantee
 - (iii) If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8 Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9 Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. 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, shall be signed and stamped by the authorized person.
- iv) Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The bidder should submit technical and financial bids in two separate envelopes clearly marking “Technical Bid” and “Financial Bid” covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.
- ii) The inner and outer envelopes shall:
 - (a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - (b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE. (Time and date),” the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.
- iii) The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- iv) If the outer envelope is not sealed and marked properly, the Procuring Agency will assume no responsibility for the bid’s misplacement or premature opening.
- v) Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.
- ii) The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3 Late Bids

- i) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder.
- ii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4 Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.
- ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i). A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- iii) No bid may be modified after the deadline for submission of bids.
- iv) No bid may be withdrawn 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 Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security (along with other remedies available under PPR-14).
- v) Revised bid may be submitted after the withdrawal of the original bid by written notice before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1 Opening of Bids by the Procuring Agency

- i) The Procuring Agency will open all bids, in public, in the presence of bidders or bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders or bidders’ representatives who are present shall sign an attendance sheet evidencing their presence.
- ii) First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless

the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

- iii) Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder, pursuant to **2.4.3 (i)**
- vi) The financial bids of only technically qualified bidders will be opened. Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.
- vii) Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- viii) The Procuring Agency will prepare minutes of the bid opening.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.

2.5.2 Confidentiality

- i) 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 in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** 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.

2.5.3 Clarification of Bids

- i) During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. The request for clarification and the response shall be in writing or in electronic forms, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4 Preliminary Examination

- i) The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have properly been signed, and whether the bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis.
 - a) If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

- b) If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive bid is one which most closely conforms to all the terms and conditions of the bidding documents without deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
- Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4;
 - Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - Has been properly signed;
 - Is accompanied by the required securities; and
 - Is 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.

2.5.5 Examination of Terms and Conditions; Technical Evaluation

- 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.
- The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - 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;
 - 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
 - Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - Where there is discrepancy between grand total of 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.
- The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. 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 2.3.8**.

2.5.8 Post-Qualification & Evaluation of Bids

- In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily as per evaluation criteria listed in BDS & ITB clause 2.1.3.
- The determination will take into account the Bidder's experience, Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's

qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/ qualification expressed in BDS as the Procuring Agency deems necessary and appropriate.

- iii) The Procuring Agency will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.
- v) The Procuring Agency's **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties. A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.

2.5.9 Contacting the Procuring Agency

- i) No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency has constituted a Grievance Redressed Committee (GRC) with proper powers and authorization to address the complaints.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) 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 ten days after the announcement of the Final evaluation reports. In case of single stage – two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance 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.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2 Performance Guarantee

- i) Within seven (07) days of the receipt of notification of award, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3 Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will **send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties.** Within seven (07) days of issuance of notification of award, the successful Bidder shall sign, stamp and date the contract.
- ii) The procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4 Award Criteria

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

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

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 I(iv) of PPR-14 (not more than 15%).

2.6.6 Procuring Agency's Right to Accept or Reject All Bids

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Procuring Agency's action.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any.
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7 Re-bidding

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8 Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
 - (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in contract execution; and
 - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(c) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per As per S-17A of PPRA, Act, 2009:

- “17A. Blacklisting.** – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.
- (2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.
 - (3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.
 - (4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

- 21. Blacklisting.** –(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:
- (a) acted in a manner detrimental to the public interest or good practices;
 - (b) consistently failed to perform his obligation under the Contract;
 - (c) I not performed the Contract up to the mark; or
 - (d) indulged in any corrupt practice.
- (2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:
- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
 - (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.
- (3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.
- (4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.
- (5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

- (6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules. As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
 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
 3. I 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.
 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.
 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.
 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.
 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.
 7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
 8. 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.
 9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
 10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
 11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
 12. The Authority shall immediately publish the information and decision of blacklisting on its website.
 13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
 14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
 15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
 16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
 17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9 Verification

- i) Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.

Section-III. Technical Specifications

3.1. Technical Specifications

Note: It is mandatory for Bidder to present pre-delivery demonstration/ Inspection to the Procuring Agency at bidder's cost.

(Tractor, Rotavator, Grass Cutter and Loader Rickshaw)

Tractor

1	Tractor Engine power: 50 HP or higher Cooling System: Water cooled Fuel Type: Diesel Fuel System: Direct Injection Throttle control: Hand and foot Electrics System: 12 V, Negative Earth Transmission Type: Sliding spur Number of gears: 8 forward, 2 reverse Power Take Off Type: Live Shaft diameter: 35 mm No. of splines: 6 Hydraulics Functions: Draft control, Position control, Response control, Constant pumping Lower Links: With Cat. I & II interchangeable balls Rear Axle and Brakes: Brake Type: Out board drum brakes Actuation: Mechanical, Independent or locked together Parking Brake: Hand Lever Operated Differential lock: Mechanical Track Adjustment: Front & Rear With all standard equipment, tools, accessories and fittings. Operator's and Service manual One-year comprehensive warranty	01
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Rotavator

2	Rotavator Number of Blades: 54 Working Width: 214 cm (Approx.) Overall Width: 236 cm (Approx.) Weight: 555 Kg (Approx.) Working Depth: 15 cm (Approx.) Compatible Tractors: 60 HP or 85 HP With all standard equipment, tools, accessories and fittings. Operator's and Service manual One-year comprehensive warranty	01
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Grass Cutter

3	Grass Cutter Tractors Mounted PTO driven grass mower, suitable for Lawns, Sports areas and Gardens. Working width: 150cm (59") Overall width: 175cm (69") Mounting: Centre mounted No. of Blades: 3 Compatible Tractors: 50 HP – 85 HP With all standard equipment, tools, accessories and fittings.	01
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	Operator's and Service manual One-year comprehensive warranty	
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Loader Rickshaw 150CC

4	Specification Engine Type: 4-Stroke OHV Single Cylinder cooled by Air Displacement 149cc Power 11.00 HP (8.0 kW) Compression 9.1:1 Front Brake Drum Mechanical/ disc Rear Brake Drum Mechanical Transmission 5-Speed including back gear or better Starting System Arm Assy Kick and Self Start Fuel Tank Capacity 11 Litre or higher Tyre at Front 6 Ply Rating Tyre at Rear 6 Ply Rating Rear Suspension Dual Pump Shocks Wheels Alloy Rims Battery 12 Volt With all standard equipment, tools, accessories and fittings. Operator's and Service manual One-year comprehensive warranty	01
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Section-IV: Bid Data Sheet

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: Punjab university of Technology Rasul The subject of procurement is: Tractor, Accessories etc. Period for delivery of goods: 90 days Commencement date for delivery of Goods: immediately on signing the contract and issuance of Procurement/Supply order
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2023-24 Name of Project: Provision of Infrastructural, Academic and Operational Facilities to the Punjab University of Technology Rasul MB Din Name of financing institution: Government of Punjab (Development Fund) Name and identification number of the Contract: Tractor, Accessories etc. (PUT/PMU/2023-24/19)
3.	2.1.3	provide relevant certificates of non-debarred/ non-blacklisting, NTN, STRN, non-bankrupt, non-involvement in corrupt and fraudulent practices
4.	2.1.4	Ineligible countries are: India and Israel
5.	2.3.6 (iii)	Authorization by manufacturer/dealer/seller: required on Form 8.3 Qualification requirements. The potential bidder must also fulfill the following: Technical Brochures/ catalogs of goods quoted, mentioning its specifications, manufacturer's Brand and model etc.
B. Bidding Documents		
6.	2.2.2 (i)	The address for clarification of Bidding Documents: Procurement Officer, Punjab University of Technology Rasul. 0336-1031892, email: rasulian786@gmail.com
7.	2.2.2 (iv) 2.2.2(v) 2.2.2(vi)	Date of Uploading of responses to clarifications (if any) on procuring agency website: on 21-9-23. Pre-bid meeting will be held on 18-09-2023 at 11:00AM in conference room of PUT Rasul Minutes of Meeting along with clarification will be uploaded on PUT Rasul website on 21-9-23.
8.	2.3.9	The number of bidding documents to be completed and returned is in one original and one copy.
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Language of the bid – English and other documents brochures etc., if not available in English will be provided after translation in English language by approved translation agency.
10	2.3.4	The Full and final prices shall be quoted in Pak Rupees The price quoted shall be Delivered Duty Paid.
11.	2.3.4	The Full and final prices shall be quoted in Pak Rupees
12.	2.1.4 (ii)	<u>Country of origin:</u> Origin in eligible source countries, as per policy of Govt. of Pakistan
D. Preparation and Submission of Bids		
13.	2.1.3	Qualification Criteria/Knock down criteria. a) NTN registration certificate of firm. Attested copy b) General Sales Tax registration certificate of firm. Attested copy c) Active Tax Payer Status FBR d) Professional Tax certificate 2022 or latest. Attested copy e) Average Annual Turnover for last 5 years must be Rs. 50 million or More (provide last 05 years "2018,2019, 2020, 2021 & 2022" Income Tax Returns) f) Technical Brochures of goods quoted, mentioning its specifications, manufacture's Brand and model. g) certificate of legally and financially autonomous & operation of non-dependency to Government under commercial law (for Government-owned enterprises). h) Firm must be in operation from last 05 years (NTN registration 05 years old) i) Technical Brochures/ catalogues of goods quoted MUST be attached j) An affidavit on legal stamp paper worth Rs. 300 to the effect that • Bidder is neither currently blacklisted or debarred from any government / semi-Government organization nor is any litigation pending in this regard.

		<ul style="list-style-type: none"> The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. The provided information is correct. <p>k) Bidder is authorized for supply of goods for this tender from the manufacturer /authorized Partner/ distributor/ dealer/ seller as given in specifications (provide certificates form 8.3)</p> <p>l) Registration of the Bidder with relevant forums/ organizations.</p>
14.	2.3.6& 2.3.7	Spare parts may be required for 05 years of operation. Supplier will provide certificate that he will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.
15.	2.4.2 (i)	Bid shall be submitted to: Project Director, Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
16.	2.4.2 (ii)	Deadline for Bid submission: As per Advertisement of this package and can be amended as per need.
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening. 30 minutes after closing time of bid submission in Conference Room of Punjab University of Technology Rasul, 13-km, Sarai Alamgir Road, Mandi Bahauddin.
18.	2.6.2	Amount of Performance Guarantee is: ten percent (10%) of the contract amount in shape of Bank Guarantee, Call Deposit in favour of Punjab University of Technology Rasul valid for warranty period.
19.	2.3.7	Estimated Contract Price is: Rs. 3,343,000/- Amount of Bid security is about 2% of estimated price= Rs. 66,900/- <u>Bid security in shape of Call Deposit Receipt (CDR) in favour of Punjab University of Technology Rasul valid for warranty period.</u>
20.	2.3.8	Bid validity period after opening of the Bid is: 120 days
21.	2.3.9	Number of copies of the Bid to be provided are: one original & one copy
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: <u>As per advertisement, 30 minutes after closing time of bid submission.</u>
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes <u>only in Pak Rupees.</u>

F. Bid Evaluation Criteria

1. Evaluation Criteria			
ITB 2.5.8	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price package wise offered by the qualified responsive bidder.		
	A- Mandatory Criteria As per Qualification Criteria given above/ Knock down criteria		
	B- Marking Criteria		
Sec.#	Description	Max Marks	Marks Allocation
1	Company Profile, Experience etc.	(35)	
i.	Experience in years / Market Existence From the date of NTN Registration (NTN Certificate must be attached)	10	Less than 5 years= 0 marks 5 years= 6 marks 1 Marks per year above 5 years (Maximum 10 Marks)
ii.	Value of Projects in public sector Cost of Supply/ Installation having similar nature & similar cost million or above over last 05 years in public sector. (Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)	15	03 marks Per Project/ supply (Maximum 15 Marks)
iii.	Relevant Brand Supply Experience Experience of Supply of quoted brand in north Punjab over last 10 years (Purchase orders OR supply orders OR completion certificates must be attached, otherwise, no marks shall be awarded.)	10	01 mark Per year (Maximum 10 Marks)
2	Financial Position	(30)	

i.	Sum of Annual Sales /Annual Turnover (Last five years) (Signed and stamped statement along with tax return last 05 years (2018, 2019, 2020, 2021 & 2022) must be attached, otherwise, no marks shall be awarded.)	15	30+ to 60 Million 3 Marks 60+ to 90 Million 6 Marks 90+ to 120 Million 9 Marks 120+ to 150 Million 12 Marks Above 150 Million 15 Marks (Maximum 15 Marks)
ii.	Fixed Assets (Current) (Documentary proof of tax return required)	05	1.0 to 5.0 Million 2 Marks 5.0 + to 10 Million 4 Marks Above 10 Million 5 Marks (Maximum 05 Marks)
iii.	Tax Return Active Tax Payer for Financial Year 2018, 2019, 2020, 2021 & 2022.	05	1 Mark per year (Maximum 05 Marks)
iv.	Bank Balance / Credit Limit If bank balance / credit limit up-to <u>June, 2023</u> - is equal to estimated cost or more, full marks may be awarded.	05	Otherwise, the marks may be awarded as: <u>Closing Balance or Credit Limit</u> x 05 Estimated Cost
3.	After Sale Service Facilities & Existence of Quoted Brand in Vicinity	(10)	
i	After Sale Service Workshop location Required details are as under: - Complete address, ownership / rent agreement, years of workshop established on the same place. In case of missing information, no mark may be awarded.	4	At Mandi Bahauddin: 04 Marks In Gujranwala Division: 03 Marks In Lahore/Rawalpindi/Islamabad Divisions: 01 Marks Other than above Divisions: 00 Marks Maximum 04 marks (Certificate must be attached and Address, telephone and e-mail be provided)
ii	Availability of spare parts Complete address, cell/ phone number and e-mail of owner of store/ shop shall be provided. In case of missing information, no mark may be awarded. (Certificate must be attached)	3	At Mandi Bahauddin: 03 Marks In Gujranwala Division: 02 Marks In Lahore/Rawalpindi/Islamabad Divisions: 01 Marks Other than above Divisions: 00 Marks Maximum 03 marks (Certificate must be attached and Address, telephone and e-mail be provided)
4.	HR, & Satisfactory Supply proof	(15)	
i	HR/ Staff Strength (Payroll of-June 2023) Technical Staff (Diploma / Degree holder) List of Staff along with qualification must be attached and related final degree/ diploma/ transcripts.	10	1.5 Marks per 16-year degree holder max=06 1 mark for Diploma max=04 (Maximum 10 Marks)
ii	Letter of Satisfaction after sale service by the purchaser for supply value of minimum 05 million Please attach satisfaction/ appreciation letter. (In case of missing information, no mark may be awarded.)	05	01 mark for each certificate (Maximum 05 marks)
5	<ul style="list-style-type: none"> Company Presentation= (03 marks) Product Demonstration= (03) Repair and Maintenance Facilities Demonstration (04) (Must provide videos for all in USB)	(10)	To be assigned by the Technical Committee (Bidder is required to give demonstration of quoted products and have the capability to Repair and Maintenance the products for 5 years, in soft form in USB duly sealed. Evaluation committee may demand physical demonstration
	TOTAL MARKS	(100)	

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. The successful bidder will have to give the demonstration of quoted items at PUT Rasul.

Qualifying Marks 50% in each section is mandatory

Minimum 65% marks are mandatory in this stage.

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15%
2.6.2	The Performance Guarantee shall be: ten percent (10%) of the contract amount
2.6.2	The Performance Security (or guarantee) shall be in the form of: CDR or Bank Guarantee in favour of Punjab University of Technology Rasul valid for warranty period.

Section V. General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “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.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means the organization purchasing the Goods, as named in SCC.
- (h) “The Procuring Agency’s country” is Islamic Republic of Pakistan.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places mentioned in the Form of Bid
- (k) “Day” means calendar day.

2. Application

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

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, “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 product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

3a. One person one bid

3.4 In any procurement, one bidder may submit one bid of a specific package and if one bidder submits more than one bids of the same package, the procuring agency shall reject all such bids. However, one bidder may bid for one or more packages.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Procuring agency.

5.1 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 so far as may be necessary for purposes of such performance.

- 5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 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.
- 5.4 The Supplier shall permit the Procuring Agency 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 donors, if so required by the donors.

6. Patent Rights

- 6.1 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 the Procuring Agency's country.

7. Performance Guarantee

- 7.1 Within seven (07) days of receipt of letter of intent/ notification of contract award, the successful Bidder shall furnish to the Procuring Agency the performance guarantee in the amount specified in SCC/ BDS & clause 2.6.2 of ITB.
- 7.2 The proceeds of the performance guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
 - (b) a Bank Guarantee or Bank call-deposit (CDR),
 - (c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency
- 7.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 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 requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. For the purpose of inspections and tests of goods, the Supplier shall inform the Procuring Agency at least 15 working days in advance when all or any specific consignment / installment of goods is manufactured and ready for inspection.
- 8.2 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.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- 8.4 The Procuring Agency post-delivery right to inspect, test and, where necessary, reject the goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived 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.

- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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.
- 9.2 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.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.
- 10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost as per delivery schedule mentioned in ***"bid data sheet"*** after issuance of procurement order. Delivery period can be extended by the Procuring Agency on the written request of the contractor, giving compelling reasons for delay in delivery.
- 10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms
- 10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.

12. Transportation

- 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, transport to such place of destination in the Procuring Agency's country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.

13. Incidental Services

- 13.1 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 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 **in English** for each appropriate unit of the supplied Goods;
 - (d) In case of specialized items, supplier will provide necessary training to the PUT Rasul staff / faculty free of cost on-site, in assembly, start-up, operation, maintenance, and repair of the supplied Goods. The terms and conditions for such training, may however, be mutually decided between the PUT Rasul and the successful bidders, if so required.
- 13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:
- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
 - (ii) original price of goods.

14. Spare Parts

- 14.1 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.

14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of Procuring Agency.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, 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's 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 the country of final destination.
- 15.2 Bidders must provide **one-year free** comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.
- 15.3 The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 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.
- 15.5 If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/ relevant provision of PPA-14 including Blacklisting.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 12, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 The currency of payment is **Pak. Rupees**.

17. Prices

- 17.1 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.

18. Change Orders

- 18.1 The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2. 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's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

- 19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. Assignment

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

21. Sub-contracts

- 21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

- 22.1 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.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing 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.
- 22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to the Clause 25, 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 or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

- 24.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract / bidding documents, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

- (d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process
- vi. The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the Procuring Agency. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the Procuring Agency), the contract may be considered for termination or cancellation.

On the happening of any of the above event, the performance guarantee will be forfeited.

- 24.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, 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.
- 25.4 The procuring agency may extend the delivery period in case of force majeure with or without imposing penalty.

26. Termination for Insolvency

- 26.1 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.

27. Termination for Convenience

- 27.1 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 extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 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 prices. For the remaining Goods, the Procuring Agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

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

33. Provision of Sample

33.1 The procuring agency can demand sample of any good for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.

34. Repeat Order

34.1 The contractor may provide Machinery & Equipment on repeat order (not exceeding 15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

35. Physical examination of Goods

35.1 The Inspection committee constituted by the consignee shall carry out the physical examination after receipt of supplies for checking quality / quantity of the goods supplied.

35.2 If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc., even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within **20** days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected and the proportionate amount of performance security of the concerned installment would be forfeited to the government account and the firm shall be blacklisted minimum for one year. However, if the entire supplies/ installments are declared as of against the required specifications, the entire performance security shall be forfeited and the firm shall be blacklisted minimum for two years; onus of proof of innocence shall be on the supplier.

Section VI. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)	GCC 1.1 (g) The Procuring Agency is: Punjab University of Technology Rasul GCC 1.1 (h) The Procuring Agency's country is: Islamic Republic of Pakistan GCC 1.1 (i) The Supplier is: [Bidder to provide detail here] <hr/> GCC 1.1 (j) The Project Site is: PUT Rasul, 13km Sarai Alamgir Road, Mandi Bahauddin.
2. Country of Origin	GCC Clause 3 All countries except India & Israel
3. Performance guarantee (GCC Clause 7)	3.1 The amount of performance guarantee, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.
4. Inspections and Tests (GCC Clause 8)	4.1 Pre-delivery / Post-delivery Inspection will be arranged at PUT Rasul. The acceptance parameters are as following: 1. Confirming to the contractual specifications of items 2. Satisfactory performance of functional test of the equipment 3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
5. Packing (GCC Clause 9)	Packing should ensure safe and sound delivery at site.
6. Delivery and Documents (GCC Clause 10)	6.1 Upon delivery, the Supplier shall provide the following documents to the Procuring Agency: (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods; (iii) copies of the packing list identifying contents of each package; (iv) insurance certificate; (v) Manufacturer's or Supplier's warranty certificate; (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and (vii) Certificate of origin. Note: The above documents at Sr.# (i) would be required even if the equipment has already been imported and is available with the supplier ex-stock.
7. Insurance (GCC Clause 11)	7.1 The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility, they may arrange appropriate coverage.
8. Incidental Services (GCC Clause 13)	8.1 Incidental services to be provided are: a. At site complete training of Procuring Agency's nominated staff free of cost regarding maintenance and operation of Goods (if required by Procuring Agency).

	b. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, without extra cost, starting from final acceptance of goods.
9. Spare Parts	GCC 14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within seven (7) days for local and within two (2) months for foreign be supplied of placing the order and opening the letter of credit.
10. Warranty (GCC Clause 15)	<p>10.1 In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. 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:</p> <p>(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,</p> <p>or</p> <p>(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 0.2 % of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.</p> <p>Or</p> <p>(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.</p> <p>GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.</p>
11. Sample Provision	11.1 GCC 33.1 “Samples of any good(s) be provided for demonstration by the supplier on his own cost on the demand of technical evaluation committee”.
12. Payment (GCC Clause 16)	<p>12.1 GCC 16.1-The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment in Pak Rupees will be made through cross cheque after delivery, installation and commissioning of the machinery/ equipment after inspection at PUT Rasul. The contractor shall provide all necessary supporting documents along with invoice for payment.</p>
13. Taxes (GCC Clause 32)	13.1 PUT Rasul shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
14. Prices (GCC Clause 17)	14.1 Prices shall be: Fixed and shall not be adjusted.
15. Liquidated Damages (GCC Clause 23)	<p>15.1 GCC 23.1-Applicable rate: 0.2 % of late delivered goods per day</p> <p>15.2 Maximum deduction: 10 % of contract price</p>
16. Resolution of Disputes (GCC Clause 28)	<p>16.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:</p> <p>In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.</p>

17. Governing Language (GCC Clause 29)	14.1 The Governing Language shall be: English.
18. Applicable Law (GCC Clause 30)	18.1 The procurement process will be governed under Punjab Procurement Rules – 2014 or latest. The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation: <ul style="list-style-type: none"> a. The Contract Act 1872. b. The Arbitration Act 1940
19. Change of Model	19.1 In case of end of manufacturing of quoted model at the time of delivery, latest / upgraded model of same brand fulfilling all specifications of quoted model may be accepted on the recommendations of relevant technical expert (s) with the approval of Procurement Committee. However, contractor has to provide all necessary documents pertaining to end of quoted model for the satisfaction of procuring agency / Committee.
20. Notices (GCC Clause 31)	20.1 Procuring Agency's address for notice purposes:
	Office of Convener, Procurement Committee, Punjab University of Technology Rasul, 13km, Sarai Alamgir Road, Mandi Bahauddin. Tel: 0546-553216 Tel: 0546-553354
	20.2 Supplier's address for notice purposes: Please provide: _____ _____

Section VII. Schedule of Requirements

7.1 Schedule of Requirements

The delivery schedule expressed as days stipulates a delivery date which is the date at which delivery is required.

Number Description Quantity Delivery schedule (shipment)
In 120 days from date of signing contract ¹

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Tractor, Rotavator, Grass Cutter, Loader Rickshaw

S.#	Description	Quantity	Delivery schedule (shipment) in days
1	Tractor 50 Hp or higher Specifications as per Purchase Order/ Supply Order	01	120 days
2	Rotavator Specifications as per Purchase Order/ Supply Order	01	120 days
3	Grass Cutter Specifications as per Purchase Order/ Supply Order	01	120 days
4	Loader Rickshaw Specifications as per Purchase Order/ Supply Order	01	120 days

¹ The Procuring Agency must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section VIII. Sample Forms

8.1. Bid Submission Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

No: _____ Date: _____

To

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents including Addenda Nos. _____ if any, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver full package (Tractor, Accessories etc.) in conformity with the said bidding documents for the sum of *[total bid amount in words and figures firm and final including all taxes etc]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 10% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for bid for a period of 120 days from the date fixed from Bid opening under clause 2.3.8 of the Instructions to Bidder, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:

- Complete bidding document (without filling) signed and stamped by the bidder
- All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- Copy of bid security form along with copy of financial instruments *[Bank Guarantee / Bank call-deposit (CDR)]* valid for **30 Days**, beyond the validity of Bid in the manner as prescribed on the bid security form **8.11**.
- Brochures of items quoted and other documents listed in check list. Relevant to technical bid.

Financial bid includes the following:

- Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- Original Bid security form (as per **form 8.11**) along with Original financial instrument *[Bank Guarantee / Bank call-deposit (CDR)]* valid for **30 Days**, beyond the validity of Bid.
- Documents listed in check list relevant to financial bid.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider	Amount (Rs.)

(If none, state none)

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

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.3. Manufacturer's/ Authorized Dealer's Authorization Form
[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To:

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

WHEREAS *[name of the Manufacturer/ Authorized Dealer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer/ Authorized Dealer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address: _____	
Office Telephone Number: _____	
Email: _____	
3.	Contact Person:
Name: _____	
Personal Telephone Number: _____	
Email Address: Email: _____	
4.	Details of District wise offices
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____	
Email: _____	
Address: _____	
Office Telephone Number: _____ // _____	
Email: _____	
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns (Last 05 years)

b) Details of Experience (Last 05 Years)

(i)	Supply of Similar nature & similar cost or above (Agency/Department)	Item Name relevant to package
	1-	
	2-	
	3-	
	4-	
	5-	
(ii)	Value of total Projects/Tenders/Pos	Amount (Rs. In Million)
	1-	
	2-	
	3-	
	4-	
	5-	

c) Staff Detail and last month Payroll with following detail duly signed and stamped

S#	Name of Employee	Designation	Highest qualification	PEC Registration#

d) Total Annual Sales /Annual Turnover (last five years)

e) Fixed Assets detail

f) Bank balance / credit Limit

g) detail of set up for provision of after sale service.

h) List of offices other than head office with Complete address, ownership / rent agreement, years of office established on the same place.

8.5. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Punjab University of Technology Rasul of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Punjab University of Technology Rasul. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

To,

Convener, Purchase Committee,
Punjab University of Technology Rasul

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of “INVITATION TO BID FOR THE PROVISION/ INSTALLATION OF **Package No. PUT/PMU/2023-24/19**, “Tractor, Accessories etc.” to supply [(hereinafter called “the Contract”). Dated _____ 20____

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule 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 _____ day of _____ 20____ or _____ days [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

Form-I

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

**Convener, Procurement Committee,
Punjab University of Technology Rasul.**

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification against each item.

Sr. No.	Item Name with Specifications	Quantity along with Unit	Country of Origin	Quoted Brand with country of manufacturer, Make & Model
1	2	3	6	7
1				

Stamp & Signature of Bidder _____

Form II BIDDER'S COMMENTARY FORM

Bidder is required to insert specifications of quoted item, elaborate variations if any and give remarks against each component of specifications of the item quoted for supply.

Sr. No.	Item Name with Specifications as per Bid documents	Quoted Item Name with Specifications	Variations	Remarks
1				
2				
3				

Stamp & Signature of Bidder _____

8.9. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with contract documents]

THIS AGREEMENT made the _____ day of _____ /**2023** between *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) of the one part and *[name of Supplier]* of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., **package No. PUT/PMU/2023-24/19, Tractor, Accessories etc.** and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Form of Bid and the Price Schedule submitted by the Bidder;
 - (b) Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding Document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.
5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.
6. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the procuring agency shall be entitled to make other arrangement at the risk / expense of the Contractor / Supplier Firm, the price difference shall be paid by the Firm. Destruction cost of substandard product will be borne by the firm i.e., burning, Dumping, Incineration
7. The supply shall not be accepted if found substandard. The seller shall be bound to replace the substandard stores immediately.
8. Seller shall ensure timely, continuous / uninterrupted supply of goods to the end users as per demand throughout the contract period. The seller shall have to supply such quantity as ordered.
9. If the rates charged by the seller are found higher than the market rates the extra money charged shall have to be refunded by the seller.
10. Payment will be made by the end users as per rules after completion of all codal formalities.
11. In case of breach of terms & conditions of contract agreement security of the seller shall be forfeited.
12. The seller will be responsible to refund any excess amount paid due to any error in calculation or mistake in evaluating the offer.

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

<u>Procuring Agency</u>	<u>Supplier / Contractor</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____

WITNESS:

1. _____
2. _____

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

To,

Convener, Procurement Committee,
Punjab University of Technology Rasul.

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned prices at _____.

Sr. No.	Item Name with Specifications		Country of origin, brand name, make & model	Quantity along with Unit	Pak Rupees			Total Price Inclusive all Taxes (In Words & Figures)
					Unit Price without GST	GST per Unit	Unit Price with GST	
1	2		3	4	5	6	7	8
Grand Total								

Amount of Grand total in Words: _____)

We understand that the Procuring Agency intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder. There is no hidden price except the unit price mentioned above. The price above includes all taxes applied as in Pakistan and Punjab;

Note:

1. All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
2. Procuring Agency can issue purchase order from time to time as per availability of funds. Therefore, selected bidder shall lock the price for 06 months after signing of contract agreement.
3. In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB clause 2.5.6).
4. In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid. Required if the bid security is in shape of bank guarantee]

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

8.12. Draft Integrity Pact

(For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No. _____ **Dated** _____ **Contract Value:** [To be filled in at the time of signing of Contract]

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 Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by 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, fees 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 consultation 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, representation or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights 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.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

Certificate

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.]

- A. We undertake that our organization M/S_____ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.
- B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.
- C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.
- D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.
- E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Evidence attached (Yes/No)	Given at page(s) #
1	Original or print of online bid fee receipt for online purchase of tender along with technical proposal.		
2	02% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN) at least five years old		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	Manufacturer's/Dealer's/Seller's Authorization as per form 8.3		
7	Max 05 similar nature supply having cost 10 million or above performed / executed in public sector during last 05 years (supply order or completion certificate). The procuring agency reserves the right to verify from the issuer.		
8	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
9	Affidavit (as per form 8.6) on non-judicial Stamp Paper minimum worth of Rs. 300/- mentioning the followings (i) The documents/ photocopies provided with Bid are authentic. In case of any fake/bogus document noticed at any stage. They shall be black listed as per Rules / Laws. (ii) Affidavit for correctness of information. Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department.		
10	(iii) Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped at the time of contract signing in case of bank guarantee otherwise not applicable.		
11	Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped in financial bid.		
13	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped in case of bank guarantee otherwise not applicable.		
14	i. Work order / supply order / purchase order of previous relevant experience for turnout. ii. Company profile. Staff list along with location and address. iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 05 year). Bidders profile Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	iv. Bank Balance Statement for June, 2023		
16	Certificate by bidder for provision of after sale service for 05 years.		
17	Payroll of June 2023 along with degrees, diplomas of technical staff		
18	Letter of Satisfaction after sale service by the client who has purchase of minimum 05 million		
19	Presentation of company, its products and repair & maintenance facilities for demonstration, word format of specifications (in soft form in USB)		
20	Technical Brochures/ catalogues of goods quoted, mentioning its specifications, manufacture's Brand and model etc. in hard & in word format.		
21	On letter head certificate that supplier will provide spare parts demanded by the procuring agency within 07 days for parts available in Pakistan and within 60 days for foreign spare parts.		
22	On letter head certificate that supplier is not black listed etc (as per certificate provided in bidding document)		
23	One original and one copy of Bid provided		

Stamp & Signature of Bidder _____