



BIDDING DOCUMENT

1. For the Procurement of Furniture items.

YEAR 2023-24

**PUNJAB INSTITUTE OF MENTAL HEALTH, LAHORE,
GOVERNMENT OF THE PUNJAB
SPECIALIZED HEALTHCARE & MEDICAL EDUCATION DEPARTMENT
Ph # 042-99203772-6
<https://pimh.punjab.gov.pk/>**

Table of Contents

ADVERTISEMENT.....	5
SECTION-I: INVITATION TO BIDS	7
SECTION-II: INSTRUCTIONS TO BIDDERS (ITB).....	8
2.1. INTRODUCTION.....	8
2.1.1 Scope of Bid.....	8
2.1.2 Source of Funds.....	8
2.1.3 Eligible Bidders.....	8
2.1.4. Eligible Goods and Services	10
2.1.5. Cost of Bidding.....	11
2.1.6. One person one bid.....	11
2.2. THE BIDDING DOCUMENTS.....	11
2.2.1. Content of Bidding Documents.....	11
2.2.2. Clarification of Bidding Documents.....	12
2.2.3. Amendment of Bidding Documents	12
2.3. PREPARATION OF BIDS.....	13
2.3.1. Language of Bid.....	13
2.3.2. Bid Form	13
2.3.3. Bid Prices	13
2.3.4. Bid Currencies	13
2.3.5. Documents Establishing Bidder's Eligibility and Qualification	13
2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents.....	14
2.3.7. Bid Security	16
2.3.8. Period of Validity of Bids	16
2.3.9. Format and Signing of Bid.....	16
2.4. SUBMISSION OF BIDS	17
2.4.1 Sealing and Marking of Bids.....	17
2.4.2 Deadline for Submission of Bids	17
2.4.3. Late Bids.....	18
2.4.4. Modification and Withdrawal of Bids	18
2.5. OPENING AND EVALUATION OF BIDS.....	18
2.5.1. Opening of Bids by the Procuring Agency.....	18
2.5.2. Confidentiality.....	19
2.5.3. Clarification of Bids.....	19
2.5.4. Preliminary Examination.....	20
2.5.5. Examination of Terms and Conditions; Technical Evaluation	21
2.5.6. Correction of Errors.....	21
2.5.7. Contacting the Procuring Agency.....	22
2.5.8. Grievance Redressal.....	22
2.6. AWARD OF CONTRACT.....	23
2.6.1. Notification of Award.....	23
2.6.2. Performance Guarantee	23
2.6.3. Signing of Contract/ Issuance of Purchase Order	24
2.6.4. Award Criteria.....	24
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award.....	24
2.6.6. Procuring Agency's Right to Accept or Reject All Bids	24
2.6.7. Re-Bidding.....	24
2.6.8. Corrupt or Fraudulent Practices.....	25
SECTION-III. TECHNICAL SPECIFICATIONS	29
SECTION-IV: BID DATA SHEET	31
A. INTRODUCTION	31
B. BIDDING DOCUMENTS.....	32
C. BID PRICE, CURRENCY, LANGUAGE AND COUNTRY OF ORIGIN.....	32
D. PREPARATION AND SUBMISSION OF BIDS	33

E. OPENING AND EVALUATION OF BIDS.....	33
G. AWARD OF CONTRACT.....	34
SECTION-V: GENERAL CONDITIONS OF CONTRACT.....	35
1. DEFINITIONS.....	35
2. APPLICATION.....	36
3. COUNTRY OF ORIGIN.....	36
4. STANDARDS.....	36
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY.....	36
6. PATENT RIGHTS	37
7. PERFORMANCE GUARANTEE.....	37
8. INSPECTIONS AND TESTS.....	38
9. PACKING.....	38
10. DELIVERY AND DOCUMENTS.....	39
11. INSURANCE	39
12. TRANSPORTATION	39
13. INCIDENTAL SERVICES.....	39
14. SPARE PARTS	40
15. WARRANTY.....	40
16. PAYMENT.....	41
17. PRICES.....	41
18. CHANGE ORDERS.....	41
19. CONTRACT AMENDMENTS	42
20. ASSIGNMENT.....	42
21. SUB-CONTRACTS	42
22. DELAYS IN THE SUPPLIER'S PERFORMANCE	42
23. LIQUIDATED DAMAGES.....	43
24. TERMINATION FOR DEFAULT	43
25. FORCE MAJEURE	45
26. TERMINATION FOR INSOLVENCY	45
27. TERMINATION FOR CONVENIENCE	45
28. RESOLUTION OF DISPUTES	46
29. GOVERNING LANGUAGE	46
30. APPLICABLE LAW	46
31. NOTICES	46
32. TAXES AND DUTIES.....	46
SECTION-VI. SPECIAL CONDITIONS OF CONTRACT.....	48
1. <i>Definitions (GCC Clause 1)</i>	48
2. <i>Country of Origin (GCC Clause 3)</i>	48
3. <i>Performance Guarantee (GCC Clause 7)</i>	48
4. <i>Inspections and Tests (GCC Clause 8)</i>	48
5. <i>Packing (GCC Clause 9)</i>	48
6. <i>Delivery and Documents</i>	49
7. <i>Insurance</i>	49
8. <i>Incidental Services (GCC Clause 13)</i>	49
9. <i>Spare Parts (where applicable)</i>	49
10. <i>Payment (GCC Clause 16)</i>	50
11. <i>Prices (GCC Clause 17)</i>	50
12. <i>Liquidated Damages (GCC Clause 23)</i>	50
13. <i>Resolution of Disputes (GCC Clause 28)</i>	50
14. <i>Governing Language (GCC Clause 29)</i>	50
15. <i>Applicable Law (GCC Clause 30)</i>	50
16. <i>Notices (GCC Clause 31)</i>	51
SECTION-VII. SCHEDULE OF REQUIREMENTS.....	52
7.1 SCHEDULE OF REQUIREMENTS	52
SECTION-VIII: FORMS 8.1 BID FORM	53

8.2. AUTHORIZATION FORM	55
8.3. FORMAT OF POWER OF ATTORNEY	56
8.4. BIDDER PROFILE FORM	57
8.5. GENERAL INFORMATION FORM	60
8.6. AFFIDAVIT.....	61
8.7. PERFORMANCE GUARANTEE FORM	63
8.8. TECHNICAL BID FORM	64
8.9. CONTRACT FORM	65
<i>CONTRACT FORM</i>	65
8.10. FINANCIAL BID FORM/PRICE SCHEDULE.....	69
8.10(A) FINANCIAL BID FORM/PRICE SCHEDULE	70
8.11. BID SECURITY FORM	71

SECTION-I: INVITATION TO BIDS

Punjab Institute of Mental Health invites sealed bids from bidders i.e. Manufacturers/ Sole agents of Foreign Principal, for drug / medicine surgical & disposable items or Authorized Agents/Distributors for surgical & disposable / medical devices items only, having established credentials in terms of Technical, Financial & Management capabilities.

2. Interested eligible bidders may get the bidding documents in the English language at the address mentioned below upon submission of the written application along with payment of the non-refundable tender fee mentioned below in the bidding document. Bidding documents including detailed specification, terms and conditions shall be issued as given below only during office working hours.

Sr. No	Name of Tender	Tender fee (Non-Refundable)	Bid Security @ (Refundable)	Tender Purchasing Last Date & Time	Tender Depositing Date & Time	Tender Opening Date & time
01.	Purchase of Furniture items	Rs.1000/-	1% of the estimated value	10:00 AM 11-01-2024 to 25-01-2024	10:30 AM 25-01-2024	11:00 AM 25-01-2024

3. **Single Stage – two envelope procedure, as per Rule 38 (2) (a) of PPRA Rules 2014, shall be applied.** The envelopes shall be marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in bold and legible letters. The financial proposal of the bid found technically non-responsive shall be returned unopened to the respective bidders.

4. Sealed bids are required to be brought in person by the authorized representative of the interested bidders as detailed above positively at Purchase cell, Punjab Institute of Mental Health Jail Road, Shadman, Lahore. The bids received till the stipulated date & time mentioned shall be opened on the same day in the presence of the bidders or their authorized representatives.

5. The bidders are required to submit relevant, concise and to-the-point information as per the bidding document.

6. The bidders are requested to offer the competitive rates for the items, all the detail Terms & Conditions may be seen in the Bidding Document.

7. As per rule 35 of PPRA-14, the procuring agency reserves the right to accept or reject all bids or proposals without assigning any reason.

8. All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014 (Amended).

EXECUTIVE DIRECTOR
Punjab Institute of Mental
Health, Lahore.

Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Regulatory Authority Act-2009 and Punjab Procurement Rules-2014 Regulations, Instructions Terms & Conditions of SBDs issued time to time by PPRA. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

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. The successful Bidders will be expected to deliver, install/commission) the goods within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The Procuring Agency named in the Bid Data Sheet is autonomous body and has own budget / resources. The Procuring Agency intends to apply the available 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) The Invitation to Bids is open to all suppliers i.e. Association of Persons/Companies/Sole Proprietor registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). Joint venture (JV) is not allowed.
 - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
 - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
 - iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA). During the Procurement Process / execution of the Contract, if the firm/bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in

case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.

- v) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.

- vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this Bid; or
 - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

- 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 favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) Legal proceedings are 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.
- viii). Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- ix). Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

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, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related 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 is obtained 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. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

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.

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. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer’s Authorization Form
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit
 - (m) Technical Bid Form
 - (n) Contract Form
 - (o) Financial Bid Form / Price Schedule
 - (p) Performance Guarantee Form
 - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not 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 Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (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) 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. However, this clause shall not apply in case of alternate methods of Procurement.**
- iv) Copies of the Procuring Agency's response as prescribed in clause ITB 2.2.2 (iii), above will be uploaded on the website of procuring agency. The prospective bidders are advised to visit the website of procuring agency regularly for any clarification issued by the procuring agency vide ITB 2.2.2 (iii), above.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.

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. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later

than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

- ii) 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, as per rule 29 of PPR- 14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

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 may be in same language.
- 2.3.2. Bid Form
 - i) The Bidder shall complete the Bid Form and the appropriate **Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.**
- 2.3.3. Bid Prices
 - i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
 - ii) Prices indicated on the Price Schedule shall be as per prescribed format given in financial bid form / Price schedule (*form 8.10*).
 - iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
 - iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies
 - i) Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 2.3.5. Documents Establishing
 - i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as **part of its Bid, documents establishing the Bidder's**

Bidder's Eligibility and Qualification

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 Authorization form No. 8.3*] or producer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) 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 related 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 (if required) may be in the form of literature, drawings, 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 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.

- v) Where a sample(s) / catalogue is required by a procuring agency, the sample / catalogue shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the BDS.
{However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}

- vi) The Procuring Agency may retain the sample(s) (*where require*) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s) / catalogue -
 - (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) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.

- ix) 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.

- x) 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

The Bid Security will be 01 % of the Estimated Cost of the **Quoted Items and interested bidders will submit a non-refundable tender fee of Rs-1000/-**

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 may be rejected by the Procuring Agency as non-responsive.
- 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). 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. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall not be accepted and such bid shall be rejected.
- v) 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 sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

All pages of the Bid, shall be signed and stamped by the authorized person.

- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
- ii) The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address provided in the BDS;
 - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
 - c) In addition to the identification required in Sub- Clause **(b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.**
- iii) If all envelopes are not sealed and marked as required by ITB 2.4.1 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance

with ITB Clause 2.2.2 & 2.2.3 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 pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) 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 before the Bid's **submission time**.
- ii) No Bid may be modified or withdrawn after the deadline for submission of Bids.
- iii) 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.

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 their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
- iii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; and (b) Any other details as the Procuring Agency may consider appropriate.
- iv) Bidders are advised to send a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents.

Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

- v) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to 2.4.3 (i).
- vi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- vii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- viii) 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) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
- ii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;

- b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iii) 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 sureties have been furnished, whether the documents have been properly 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 may be rejected.
 - 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 responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning 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 responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 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.

**2.5.7. Contacting
the Procuring
Agency**

- 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.
- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the 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.

**2.5.8. Grievance
Redressal**

- 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.
- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- 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. 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.
- 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 and by email to be confirmed in writing by registered letter, that its Bid has been accepted. In order to save time, the successful bidder through authorized representative can also receive the notification of award from procuring agency.
- 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.

2.6.2. Performance Guarantee

- i) Within seven (07) days of the receipt of notification of award from the Procuring Agency, 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 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 or will issue the purchase order *[as the case may be]*.
- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, 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 (c)(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 or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- 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 Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.
- “Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:**
- “(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*

*impe
de the
exerc
ise of
inspe
ction
and
audit
proce
ss.”*

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
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
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.

Section-III. Technical Specifications

Sr.	Name of Items	Specifications	Quantity (No.)	Estimated Price in Rs.
1.	OFFICE TABLE	Office Table anti scratch heat resistant melamine coated Laminate. 2mm PVC matching edge bending. MS 70 microns powder coated 16-gauge frame support at one side. Matt Finish Brown Color. Two Drawers. One with lock. Imported soft closing channels for drawers. Gliders for noise less dragging. Size 48''x 30''x30'' Warranty: one year Provide sample with tender.	15	255000
2.	OFFICE CHAIR CUSHIONED	<ul style="list-style-type: none"> • Chair in solid Kiker inner framing • Including upholstery in Brown leatherite, • Cushioning and finishing wood surface in Polish Approximate Size: 425 x 425 x 900mm Local Made of above Specification. Provide sample with tender.	50	400000
3.	REVOLVING CHAIR	Approx. L:660mm W:660mm H:1210mm" Brown upholstery, adjustable lumbar support, adjustable arm with PU Pad, recline back with multi-function mech, adjustable recline tension, nylon high base, PU castor." Or Equivalent Provide sample with tender.	12	192000
4	ATTENDANT BENCH	Metal Steal square pipe 16 gauge. Quality wood strips. Epoxy powder coated. Mounted on plastic stumps. Leg supported with longitudinal support. 48'' x 18'' x 15'' Provide sample with tender.	60	900000
5	CONFERENCE ROOM CHAIR	Approx. L:660mm W:660mm H:1210mm" Brown upholstery, adjustable lumbar support, adjustable arm with PU Pad, recline back with multi-function mech, adjustable recline tension, nylon high base, PU castor." Or Equivalent Provide sample with tender.	32	512000
6	TALL BACK WOODEN CHAIR WITH ARM	Tall-Back Upholstered Arm Chair, Arm Height: 25, Colour Brown Seat 1.00, Back 1.50 Dimensions: W27.5'' D25'' H44'' Provide sample with tender.	03	90000
7	EXECUTIVE REVOLVING CHAIR	Approx. L:660mm W:660mm H:1210mm" Brown upholstery, adjustable lumbar support, adjustable arm with PU Pad, recline back with multi-function mech, adjustable recline tension, nylon high base, PU castor." Or Equivalent Provide sample with tender.	1	40000

Note:

- I. The specifications/Model mentioned in the document shall be considered as reference and the bid Equivalent to these shall be acceptable. Minor Variation in the sizes, shape & parts shall be acceptable.
- II. The Bidder can quote for one or more items, but it is mandatory to quote the complete quantity for quoted item.
- III. The bidder must provide samples with tender. If the bidder fails to provide samples, the offer will be rejected straightaway.

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 Institute of Mental Health, Lahore Subject of procurement is: Procurement of Furniture Period for service delivery: Fiscal Year 2023-2024 Place of service delivery:

		As described in the technical specifications / schedule of requirement Delivery Date: 45 days after Signing of Contract
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2023-24 Name of Project/ Grant: Procurement of Furniture Name of financing institution: Government of the Punjab Name and identification number of the Contract: Procurement of Furniture
3.	2.1.3 (iv)	Joint venture Not Allowed.
4	2.3, 2.4, 2.5 & 2.6	Procedure for Selection of Contractors Single Stage Two Envelopes Bidding Procedure defined under Rule 38(2) (a) of Punjab Procurement Rules 2014 (Amended)
B. Bidding Documents		
5.	2.2.2	The address for clarification of Bidding Documents is Executive Director Punjab Institute of Mental Health, Lahore. 042-99203772
6.	2.2.2	–
8.	2.3.9	One (01) complete bid (including separate technical & financial bid) is required to be submitted in original
C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	Bid Language is English 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.
10	2.3.4	The price quoted shall be in Pakistan Rupee
11.	2.3.4 2.3.3	The quoted prices shall be inclusive of all applicable taxes, duties. Minimum wages etc. fixed by the Govt. shall be followed during the currency of the contract. The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.

D. Preparation and Submission of Bids		
13.	2.1.3	Evaluation criteria is described in Section F below "Bid Evaluation Criteria" of the Bid Data Sheet.
14.	2.3.6	Spare parts not required
15.	2.2.2	Bid shall be submitted to: Purchase Cell Punjab Institute of Mental Health, Lahore. Ph No. 042-99203772
16.	2.4.2	BID SUBMISSION Date : 25.01.2024 Time : 10:30 am
17.	2.5.1	BID OPENING Date : 25.01.2024 Time : 11:00 am Venue : Committee Room (Admin Block) of Punjab Institute of Mental Health, Lahore.
18.	2.6.2	Amount of Performance Guarantee is 5% of the contract value
19.	2.3.8	The Bid Security will be 01 % of the Estimated Cost of the Quoted Items and interested bidders will submit a non-refundable tender fee of Rs-1000/- for bidding one day before last date of submission of tender.
20.	2.3.9	Bid validity period after opening of the Bid is: 120 Days
21.	2.3.9	Number of copies of the Bid to be provided: No copy of the bid is required, only original bid is to be submitted.
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: BID OPENING Date : 25.01.2024 Time : 11:00 am Venue : Committee Room (Admin Block) of Punjab Institute of Mental Health, Lahore.
23.	2.3.5	The currency that shall be used for Bid evaluation is: Pakistan Rupee
24.	2.5.8	F. Bid Evaluation Criteria

BID EVALUATION CRITERIA
KNOCK DOWN CRITERIA COMMON FOR ALL BIDDERS

- i. Tender fee deposited slip (Original) must be attached.
- ii. NTN / GST Registration & Active Taxpayer List (ATL).
- iii. The firm must have minimum three (03) years relevant experience of business. The firm will provide Supply Orders with relevant Performance Certificates.

- iv. The total Annual Turnover for last three (03) years must be greater than PKR 50 million. The firm shall submit FBR's Tax Return for last three years in this regard.
- v. The Bidder shall provide an undertaking on notarized judicial e-stamp paper of Rs.100/- to the effect that.
 - a. Acceptance of terms and conditions / tender bidding documents
 - b. The bidder is not convicted from any court of law.
 - c. The bidder is not blacklisted by procuring agency.
 - d. The bidder is not declared poor performer by any procuring agency.

Note:

Failure to comply with any knock down criteria will result in "non-responsiveness of the bidder".

G. Award of Contract

2.6.5	Percentage for increase or decrease is as per provisions of Punjab Procurement Rules 2014 (amended)
2.3.8	The Bid Security will be 01 % of the Estimated Cost of the Quoted Items and interested bidders will submit a non-refundable tender fee of Rs-1000/- for bidding one day before last date of submission of tender.
2.6.2	The Performance Guarantee shall be five percent (5%) of the Contract Price
2.6.2	The Performance Security (or guarantee) shall be in the form of as described in BDS.

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 of 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 and related 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, maintenance & repair 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 & Services, as named in SCC.**
- (h) “The Procuring Agency’s country” is the country named **in SCC.**
- (i) “The Supplier” means the Bidder or firm supplying the **Goods and Services under this Contract.**
- (j) “The Project Site,” where applicable, means the place or **places named in SCC.**
- (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

[where applicable]

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 where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained 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. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

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;

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

Inspection and Audit by the procuring agency.

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 executing 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 the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & 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. As per Rule-56 of PPR-14, 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 the Procuring Agency's country, 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),.

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 nominated for these purposes.

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) (if so allowed by the Procuring Agency), 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's 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 terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, “completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill”.

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 on DDP basis under which risk is transferred to the buyer after having been delivered, hence supply of goods 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, including insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

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) satisfactory performance for specified time/ quantity on- site and/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 for each appropriate unit of the supplied Goods;

- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice 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.

15. Warranty 15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency'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. The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Medical Device Rules framed thereunder.

15.2. This warranty shall be as specified in SCC.

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 PPR-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 GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is Pakistan Rupees (PKR).

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.

18. Change Orders **18.1.** The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, 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. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through 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 the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, 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) should 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 imposition of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC 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 for each week 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, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall

be as given in S-2 (d) of PPRA, Act, 2009:

(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*

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 an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”.

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. Any difference of opinion concerning “Force Majeure” may be decided through means given herein below.

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 (if applicable) within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency on

the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (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. After signing the contract or issuance of purchase order, 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. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. 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 any information technology mean for the time being in use and acceptable in ordinary course of business 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 & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the

submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

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.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring Agency should draft specifically for each procurement. The number of SCC may increase/ vary depending on specific requirements of a specific contract.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is Punjab Institute of Mental Health, Lahore.

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is: M/s_____

2. Country of Origin (GCC Clause 3)

All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan.

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be as prescribed in BDS.

GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

The Inspection Committee will carry out detailed physical examination of stocks and can reject if found not according to the approved sample and other technical specifications.

5. Packing (GCC Clause 9)

The goods shall comply the following packing instructions in addition to GCC Clause 9.

6. Delivery and Documents

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail/submit the following documents to the Procuring Agency:

In case of Letter of Credit (LC): Draft LC along with following documents:

- (i) copies of the Supplier's invoice/Performa 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) Certificate of origin.

In case of DDP:

- i. copies of the Supplier's invoice showing Goods' description, quantity, unit **price, and total amount.**
- ii. Inspection report
- iii. Delivery Challan

7. Insurance

GCC 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 sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

- i. The Supplier shall arrange such transportation goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement. The goods shall be delivered ensuring quality, quantity, safety & efficacy.
- ii. All costs associated with the transportation including loading/unloading of goods and road taxes shall be borne by the Supplier.

9. Spare Parts (where applicable)

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 .

10. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

The payment will be made 100% after presentation of the delivery/ Installation/commissioning/completion report of the equipment/Items and all other works described in Contract and after physical verification and satisfactory inspection report of delivered items. Unless otherwise part payment, part delivery mentioned in the specifications.

11. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted.

12. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction: 10%

13. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- ii. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

14. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be English.

15. Applicable Law (GCC Clause 30)

GCC 30.1—The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

16. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency’s address for notice purposes: will be inserted at the time of contract.

—Supplier’s address for notice purposes: will be inserted at time of contract

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

The supplies shall be delivered in accordance with the Purchase Orders as per following schedule of requirements on Delivered Duty Paid (DDP) basis: -

MODE OF PENALTY	DELIVERY OF 100% QUANTITY AS PER PURCHASE ORDER
Without Recovery of Late Delivery Charges	60 days or earlier
With Recovery of Late Delivery Charges @ 0.067 % per day	After 60 (Sixty) days
Maximum Rate of Late Delivery Charges	Maximum limit of <i>Late Delivery Charges</i> is as prescribed in BDS (10%)

- i. The delivery period will start from the date of signing of the contract / issuance of purchase order.
- ii. The procuring agency may increase or decrease the quantities at the time of contract. in case of increase in quantity, the maximum limited will be as prescribed in BDS.
- iii. The supplying firm will follow manufacturer guidelines to ensure the safety of the goods during transportation.

Section-VIII: Forms

8.1 Bid 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]

Date: _____

To: *[name and address of Procuring Agency]*

Dear Sir / Madam:

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

We undertake, if our Bid is accepted, the services will be provided in accordance with the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance guarantee security in the form, amount and time specified in the bidding documents to the Procuring Agency.

We agree to abide by this Bid for a period of *[number]* days (specified in BDS) from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, 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.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses of the bidding documents.

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 agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

(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 _____

8.2. 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: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, 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]

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.

8.3. FORMAT OF POWER OF ATTORNEY

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

[See Clause 2.1.3 of the Instructions to Bidders.]

(On Stamp Paper of relevant value)

Know all men by these presents, We (name of the company/entity and address of the registered office) intends to submit bid for the "Procurement Of Various items for Strengthening of SHC&ME Department" and do hereby appoint and authorize Mr. (full name and residential address) (vide authorization by the board/approving body of the company/entity dated) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal in response to the above referred tenders invited by the [Name Of The Procuring Agency] including signing and submission of all documents and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

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:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	

Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

a) **AUDITED FINANCIAL STATEMENT ATTACHMENT (LAST 3 YEARS)**

Yes	No
-----	----

The bidder may be required to make a presentation to the procuring agency.

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. In case of any false / fabricated information the procuring agency reserves the right to blacklist undersigned.

The Bid being submitted by the undersigned complies with the requirements enunciated in the bidding documents and is not a conditional bid.

The undersigned have read and agreed to all the terms and conditions of the bidding documents.

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

The undersigned have not paid nor have agreed to pay, any Commissions or Gratuities to any official or agent related to this bid or award or contract.

That the prices offered are not more than market price for the subject services.

I/We, further undertake that the prices given are reasonable and not given more than in any Government/Autonomous/District Government institutions during the current financial year. If any difference detected, the firm is bound to refund the difference in price.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. 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/ Service Provider] 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 Technical Bid]

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Bidder) hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "Procurement Of Various items for Strengthening of SHC&ME Department" procurement of the following:

1. *[Please insert details].*

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 _____ day of _____, 20__, or _____ [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

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

To:

Name Of The Procuring Agency

Subject: Bid Reference No _____ “Procurement Of Various items for Strengthening of SHC&ME Department”

Dear Sir

We, the undersigned, offer to provide the “Procurement Of Various items for Strengthening of SHC&ME Department” in accordance with your bidding document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations for contract finalization are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract finalization.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date given by the Procuring Agency.

We undertake that the proposal is quoted WITH AND WITHOUT OPERATIONS AND MANAGEMENT SERVICES separately and clearly in technical and financial proposal

We understand you are not bound to accept any Proposal you receive.

Name _____
Title _____
Address _____
Date _____

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 Technical Bid]

CONTRACT FORM

AGREEMENT

THIS CONTRACT is made at _____ on _____ day of _____ 202__, between the **{Insert name of Procuring agency with address}**, (hereinafter referred to as the “Purchaser”) of the First Part; and M/s *(name of Bidder)* a firm registered under the laws of Pakistan and having its registered office at *(address of the Bidder)* (hereinafter called the “Bidder”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WHEREAS the Purchaser invited bids for “Procurement Of Various items for Strengthening of SHC&ME Department”, has accepted the bid of M/s *(Bidder)* being the Bidder in Pakistan and for those services the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THE PARTIES TO THIS CONTRACT AGREE TO THE FOLLOWING;

1. **The Contract:** The following documents shall be deemed to form and be read and construed as integral part of this Contract , viz:-
 - a. This Contract Form
 - b. The Schedule of Requirements / Scope of work Annex- A
 - c. Special Conditions of Contract & the Technical Specifications Annex- B
 - d. Original Price Schedule along with unsolicited discount offered by the firm (if any) submitted by the Bidder. Annex- C
 - e. The Purchaser’s Notification of Award (AAT) Annex- D
 - f. Purchase Order Annex-E
 - g. Payment Schedule Annex-F
 - h. The Preamble to Conditions of Contract Annex-G
 - i. The General Conditions of Contract Annex-H
 - j. Special Conditions of Contract Annex-I
 - k. Performance Guarantee/Security Annex-J
 - l. The bidding document of Procuring Agency Annex-K
2. **Interpretation:** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as “Contract”:
3. **The Term of the Contract:** This contract shall remain valid for one year from the date of signing, unless amended by mutual consent.
4. The Bidder declares as under:

- i. *[Name of the Bidder]* 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Punjab) through any corrupt business practice.
- ii. Without limiting the generality of the foregoing, *[the Bidder]* 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 including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of Punjab, except that which has been expressly declared pursuant hereto.
- iii. *[The Bidder]* certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
- iv. *[The Bidder]* accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be voidable at the option of Procuring Agency.
- v. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[The Bidder]* agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Bidder]* 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 Procuring Agency.
- vi. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through negotiation / mediation. If, after thirty (30) days from the commencement of such informal negotiations / mediation, the Procuring Agency and the Bidder 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.

5. Services to be provided & Agreed Unit Cost:

- (i) The Bidder shall provide agreed cost more specifically described in the Price Schedule Submitted by the Bidder.
- (ii) The Services shall strictly conform to the Schedule of Requirements and to the Technical Specification prescribed by the Purchaser against each item
- (iii) The Cost agreed in the Price Schedule, is inclusive of all taxation.

Payments: The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the Goods and Services, as specified in the Schedule of Requirements and Technical Specification in accordance with the Price Schedule submitted by the Bidder, the amount against the services provided or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

6. Mode of Payment: All payments to the Bidder shall be made through Crossed Cheques issued in the name of [Bidder]

7. Payment Schedule: All payments to the Bidder shall be made in accordance with the agreed Payment Schedule at Annex: F, upon satisfactory completion of delivery and fulfillment of documentary and codal formalities highlighted in the Payment Schedule at Annex F.

8. Performance Guarantee/Security:

(i) The Bidder, within 07 days of signing of this contract, shall provide to the Purchaser a Performance Security in the form of an Irrevocable Bank Guarantee equivalent to 5% of the total Contract amount having validity of one year from its date of issuance from any scheduled bank on the prescribed format and in prescribed manner. This Performance Guarantee/Security shall be released to the Bidder upon successful completion of the Contract.

(ii) Bidder's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee/Security in accordance with sub-clause (i) above.

(iii) Failure to submit a Performance Guarantee/Security shall result into forfeiture of Bid Security and Cancellation of Contract.

9. Notices: All notices and correspondences incidental to this contract shall be in English language and shall be addressed to:

For the Purchaser:

{Name of Procuring agency}

For the Bidder:

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed: For Bidder.

Sealed & Signed on behalf of Procuring Agency

**Name Of Bidder / Contractor
Designation in the Firm**

(Procuring Agency)

Witnesses-1 on behalf of the Contractor

Witnesses-1 on behalf of the Procuring Agency

**Name of Witness
Designation in the Firm**

Witnesses-2 on behalf of the Contractor

Witnesses-2 on behalf of the Procuring Agency

**Name of Witness
Designation in the Firm**

C.C.

- 1. -----
- 2. -----
- 3. -----

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]

Name of

Bidder _____

_____ Tender No. and the name of the package/Tender -----

Catagory No.	Item. No.	Name of Item (As listed in Technical Specification of bid)	Make/	Model	Country of Origin	Country of Manufacturer	Supplier	Qty	Unit Price (Rs)	Total Price for each item (Rs)
Total Package Cost (Rs.)										
Total Package Cost(Words)										

[
Note:

- In case of difference between unit price and total price, unit price shall prevail.
- In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

Sign and Stamp of Bidder _____

**8.10(a) FINANCIAL BID FORM/PRICE SCHEDULE
(LETTER OF OFFER)**

{Ref Number} {Date}

To:
[Name & Address of the procuring agency]

Subject: Bid Reference No. _____

Dear Sir

We, the undersigned, offer to provide the services for “Procurement Of Various items for Strengthening of SHC&ME Department” in accordance with your bidding document dated (insert date) and our Technical Proposal. Our attached Financial Proposal is inclusive of all taxes as per FORM 8.10 Financial Bid Form / Price Schedule attached below.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan/ Punjab has not declared us or any Sub- Bidders for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Name _____

Designation _____

Sign and Stamp of Bidder _____

8.11. BID SECURITY FORM

NO APPLICABLE SINCE NO BID SECURITY

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

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]

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 bid).

Sr. #	Detail	Responsive	Non-responsive
1.	Signed and Stamped Bidding Document		
2.	Active Registration with Income Tax Authorities (National Tax Number NTN)		
3.	Copy of active Registration with Sales Tax Authorities (STRN)		
4.	Copy of active Registration (Professional Tax Certificate)		
5.	Bidder s JV Member information as per form 8.2		
6.	Technical Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm duly signed and stamped.		
7.	Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
8.	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9.	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
10.	Affidavit(as per form 8.6) on non-judicial Stamp Paper of Rs. 100/-Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
11.	I. Work order of previous relevant experience. II. Company profile. Staff list along with location and address <i>[where applicable]</i> . III. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year). IV. Bidders profile Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		

Stamp & Signature of Bidder _____