BIDDING DOCUMENT

REQUEST FOR BIDS THROUGH E-PROCUREMENT (E-PADS)

National Competitive Bidding
Single Stage-Two Envelop

Under One Time Contract & Frame Work Contract

PROCUREMENT OF PURCHASE OF MACHINERY & EQUIPMENT, SOFTWARE, STATIONARY, PRINTING, OTHERS AND COST OF OTHERS STORE

Phone:	064-9260631
CONTACTS:	
D.G. KHAN MEDICAL COLLEGE, D.G. KHAN	

D.C. VIIANIMEDICAL COLLEGE D.C. VIIANI



Table of Contents

PRE	FACE	ERROR! BOOKMARK NOT DEFINED.
SEC	TION-I: INVITATION TO BIDS	ERROR! BOOKMARK NOT DEFINED.
1.1	MODEL INVITATION TO BIDDERS	Error! Bookmark not defined.
SEC	ΓΙΟΝ-ΙΙ: INSTRUCTIONS TO BIDDERS (ITB)	5
2.1. I	NTRODUCTION	
2.	1.1 Scope of Bid	8
	1.2 Source of Funds	
2	1.3 Eligible Bidders	
2	1.4. Eligible Goods and Services	
2	1.5. Cost of Bidding	
2	1.6. One person one bid	11
2.2. T	HE BIDDING DOCUMENTS	
2.2	2.1. Content of Bidding Documents	11
	2.2. Clarification of Bidding Documents	
	2.3. Amendment of Bidding Documents	
	REPARATION OF BIDS	
	3.1. Language of Bid	
	3.2. Bid Form	
	3.3. Bid Prices	
	3.4. Bid Currencies	
	3.5. Documents Establishing Bidder's Eligibility and Qualifica	
	3.6. Documents Establishing Goods' Eligibility and Conform	
	3.7. Bid Security	
	3.8. Period of Validity of Bids	
	3.9. Format and Signing of Bid	
	UBMISSION OF BIDS	
	4.1 Sealing and Marking of Bids	
	4.3. Late Bids	
	4.4. Modification and Withdrawal of Bids	
	PENING AND EVALUATION OF BIDS	
	5.1. Opening of Bids by the Procuring Agency	
	5.2. Confidentiality	
	5.3. Clarification of Bids	
	5.4. Preliminary Examination	
	5.5. Examination of Terms and Conditions; Technical Evaluati	
	5.6. Correction of Errors	
	5.7. Conversion to Single Currency	
	5.8. Post-Qualification & Evaluation of Bids	
	5.9. Contacting the Procuring Agency	
	5.10. Grievance Redressal	
2.6. A	WARD OF CONTRACT	31
2.0	5.1. Notification of Award	31
	5.2. Performance Guarantee	
	5.3. Signing of Contract/Issuance of Purchase Order	
	5.4. Award Criteria	
	6.5. Procuring Agency's Right to Vary Quantities at Time of A	
	6.6. Procuring Agency's Right to Accept or Reject All Bids	
2.0	5.7. Re-Bidding	33
2.6	5.8. Corrupt or Fraudulent Practices	33
21	69 Quantity and volume of the goods to be considered in mino	1 38



SEC'	TION-III. TECHNICAL SPECIFICATIONS	39
3.1. T	ECHNICAL SPECIFICATIONS	39
SEC'	TION-IV: BID DATA SHEET	42
A. In	TRODUCTION	42
	DDING DOCUMENTS	
	D PRICE, CURRENCY, LANGUAGE AND COUNTRY OF ORIGIN	
	EPARATION AND SUBMISSION OF BIDS	
	ENING AND EVALUATION OF BIDS	
	DEVALUATION CRITERIA	
M	odel/Tentative Evaluation Criteria may, inter alia, contain the following: Error! Bookmark not defit	ned.
	WARD OF CONTRACT	
SEC'	TION-V: GENERAL CONDITIONS OF CONTRACT	48
	FINITIONS	
	PLICATION	
3. Co	UNTRY OF ORIGIN	49
4. ST.	ANDARDS	49
5. Us	E OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY \dots	49
	TENT RIGHTS	
	rformance Guarantee	
8. Ins	SPECTIONS AND TESTS	
9.	Packing.	
10.	DELIVERY AND DOCUMENTS.	
11.	INSURANCE	
12. T	RANSPORTATION	
13.	INCIDENTAL SERVICES.	
14.	Spare Parts	
15.	WARRANTY	
16.	PAYMENT	
17.	Prices	
18.	CHANGE ORDERS	
19.	CONTRACT AMENDMENTS	
20.	Assignment	
	UB-CONTRACTS	
22.	DELAYS IN THE SUPPLIER'S PERFORMANCE	
23.	LIQUIDATED DAMAGES	
24.	TERMINATION FOR DEFAULT	
25.	FORCE MAJEURE	
26.	TERMINATION FOR INSOLVENCY	
27.	TERMINATION FOR CONVENIENCE	
28.	RESOLUTION OF DISPUTES	
29.	GOVERNING LANGUAGE	
30.	APPLICABLE LAW	
31.	NOTICES	
32.	TAXES AND DUTIES	
	TION-VI. SPECIAL CONDITIONS OF CONTRACT	
	IAL CONDITIONS OF CONTRACT ERROR! BOOKMARK NOT DEFIN	
1.	Definitions (GCC Clause 1)	
2.	Country of Origin (GCC Clause 3)	
3.	Performance Guarantee (GCC Clause 7)	
4.	Inspections and Tests (GCC Clause 8)	
5.	Packing (GCC Clause 9)Error! Bookmark not defin	red.
6.	Delivery and Documents	62



7. Insurance	62
8. Incidental Services (GCC Clause 13)	
9. Spare Parts	
10. Warranty	63
11. Sample provision	Error! Bookmark not defined.
12. Payment (GCC Clause 16)	64
13. Prices (GCC Clause 17)	64
14. Liquidated Damages (GCC Clause 23)	64
15. Resolution of Disputes (GCC Clause 28)	64
16. Governing Language (GCC Clause 29)	65
17. Applicable Law (GCC Clause 30)	65
18. Notices (GCC Clause 31)	65
SECTION-VII. SCHEDULE OF REQUIREMENTS	66
7.1 Schedule of Requirements	
•	
SECTION-VIII: SAMPLE FORMS	69
8.1 Bid Form	69
8.2 BIDDER'S JV MEMBERS INFORMATION FORM	75
8.3. MANUFACTURER'S AUTHORIZATION FORM	77
8.4. BIDDER PROFILE FORM	78
8.5. GENERAL INFORMATION FORM	79
8.6. Affidavit	80
8.7. Performance Guarantee Form	81
8.8. TECHNICAL BID FORM	82
8.9. Contract Form	
8.10. FINANCIAL BID FORM/PRICE SCHEDULE	
8.11. Bid Security Form	86
SECTION IX- CHECK LIST	87



Invitation for Bids/Tender Notice

National Competitive Bidding

The Principal D.G. Khan Medical College D.G. Khan has earmarked budget towards the cost of "PROCUREMENT OF MACHINERY & EQUIPMENT, SOFTWARE, STATIONARY, PRINTING, OTHERS, COST OF OTHERS STORE" for the year 2025-26. It is intended that part of the proceeds of this budget will be applied to eligible payments for supply of following item:

Lot #	Description	Estimated Cost	Bid Security
01	RO PLANT 250 LPH FOR DRINKING WATER WITH INSTALLATION & SUPPLY OF WATER	PKR 1.1 Million	
02	AIR CONDITIONER 1.5 TON DC INVERTOR WITH INSTALLATION	PKR 6.45 Million	(20/ 67/
03	LEARNING MANAGEMENT SYSTEM (LMS)	PKR 0.65 Million	(2% of Estimated Cost of each Lot)
04	STATIONARY	PKR 4.5 Million	,
05	PRINTING	PKR 0.8 Million	
06	OTHERS	PKR 1.5 Million	
07	COST OF OTHERS STORE	PKR 2.5 Million	

- * A ONE TIME CONTRACT AND FRAME WORK CONTRACT shall be awarded to the successful bidders up to 30.6.2026.
- 1. Principal D.G. Khan Medical College D.G. Khan, **invites E-bids through E- Procurement (EPADS) under PPRA Rules**, for the supply of above mentioned item from Original Manufacturers / Authorized Distributors / General Order Suppliers.
- 2. Bidding shall be conducted through E-Procurement (**Open Competitive Bidding Single Stage Two Envelop**) procedure as specified in the Punjab Procurement Rules-2014 (as amended to date) and is open to all eligible bidders as defined in the bidding document.
- 3. Interested and registered eligible bidders on E-PADS may obtain bidding documents from **E- PADS and PPRA Website.**
- 4. Interested and registered eligible bidder can participate through E-Procurement (EPADS) (https://eprocure.gov.pk/#/auth/login).
- 5. E-bids must be submitted through E-Procurement (EPADS) on or before Dated 08.05.2025 till 12:00 pm. Proposals must be accompanied by a Bid Security as mentioned above (please see bidding documents) in the form of Demand Draft, Pay Order or Call at Deposit duly issued from a Scheduled Bank of Pakistan.
- 6. **E-bids will be opened on Dated 08.05.2025 at 12:30 pm** in the presence of bidders or their representatives. If bid closing/opening date falls on local/national holiday, the date of bid closing/opening shall be the next working day on the same time and venue.
- 7. The bidders are required to give their best and final prices (inclusive of all applicable Taxes) as no negotiations are expected.
- **8.** Bids not complying with the requirements shall be rejected being nonresponsive. Alternate proposals and / or conditional bids shall be considered non-responsive.
- 9. Taxes will be deducted as per applicable government rules. **NTN and Sales Tax** registration certificates must be provided with the Bid.
- 10. Bids which are incomplete, **not E-bids through EPADS**, not signed and / or not stamped, late, not downloaded from E-Pad or submitted by other than specified mode will be rejected.
- 11. The contract shall be awarded to the lowest technically evaluated bidder.
- 12. This advertisement and bidding documents are also available on E-PADS, PPRA website and Departmental Website as well.



Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. 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/commissioning) the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

i) The Government of Punjab.

2.1.3 Eligible Bidders

- i) The Invitation to Bids is open to all suppliers, except as provided hereinafter.
- 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].



- 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 the Procuring Agency.
- v) 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.
- xiii) 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.
- xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

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

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. 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
 - (i) Bidder Profile Form
 - (k) General Information Form
 - (I) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form



- (o) Contract Form
- (p) Financial Bid Form / Price Schedule
- (q) Performance Guarantee Form
- (r) 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 will be uploaded on the website of procuring agency on given date(__) and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) 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.**
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre- Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding

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



Documents

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 **delivered duty** paid (DDP) prices. [to be decided by the Procuring Agency on 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** for local/DDP items unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's 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, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.



2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and 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 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) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the



submission of bids; and

(d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

{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) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) 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.
- xi) 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.
- xii) The required documents and other accompanying documents



must be in English. In case any other language than English is used the pertinent translation at tested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
- iv) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) Days, beyond the validity of Bid.
- v) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- vi) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause
 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:
 - "38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:
 - provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".
- vii) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB



Clause 2.6.2.

- viii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
 - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period 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). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.



- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- 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) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) 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) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date)," [to be completed with the time and the date specified in the Bid Data Sheet,

pursuant to ITB Clause 2.4.2.]



- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

- vi) The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Agency at the address given in the **BDS**; and
 - b) Bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2.**
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
 - b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (c) The envelopes containing the ORIGINAL and copies will be



put in one sealed envelope and addressed / identified as given in BDS.

- viii) 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.
- ix) 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.
- iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS**.

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 2.4.2will 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 after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i)A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security(along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) The Procuring Agency will open all Bids, in public, in the

presence of Bidders' or 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) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain



unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- viii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- ix) 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).
 - x) 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.
- xi) 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.
- xii) 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.

 [if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii)

should be formulated accordingly by the procuring agency.]

2.5.2. Confidentiality

 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) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) 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
- iv) 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.Preliminar y 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 Bidmay be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the 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 Bid Security (ITB Clause 2.3.8), Applicable Law (GCC Clause 30), Taxes and Duties (GCC Clause 32) &mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not 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.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 2.3.8.

2.5.7. Conversion to Single Currency

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications



required.

iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/Financial BidForm8.10to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the Procuring Agency

- 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.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency 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.



- Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation re porton the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievanceis filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

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

2.6.2. Performance Guarantee

i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee (where required) in accordance



with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties 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 impede the exercise of inspection and audit process."

ii) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. 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.

2.6.9. Quantity and volume of the goods to be considered in mind [Framework Contract Modality]

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
 - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.



Section III. Technical Specifications

Description	Size/Specification	
Lot No. 1 (RO PLANT 250 LPH FOR DRINKING WATER) qty 02		
Raw tank	200/300 gln. White/ black	
Feed pump	4.40/25 PSI	
Veessel	1054	
Grival	3 Bag	
Sand	1 Bag	
Activated Corben	1 Bag	
Jumbo Filters	PPF	
Skid/s.s	1"/1"	
HP. RO Pump	2.11	
Dosing Pumps	5 bar	
Dosing Drums	80 ltr	
RO Membrane	4040	
Membrane Hosing	4040	
Pressure Gauges	350psi/150psi	
Flow Meters	05 GPM	
Gate Wall	SS	
Fitting (Food Grade)	PVC Schedule 80	
Electric Distribution Panel	Box Size 12/12	
Online TDS Metter		
Product Tank	200/300gln.White/ black	
UV Panel	33"	
Flout Switch		
PPRC Fitting for distribution of Water Supply	25 mm	
to the Electric cooler		
PPRC, Elbow, Union, Socket, Male/Female		
Socket, Ball Wall,		
Equipment/Installation	With all necessary Accessories &	
	Installation charges	
Warranty	02 Year Warranty Support	
Lot No. 2 (DC Invertors)		



DOI 15T	T2 C T 1 1
DC Invertors 1.5 Ton	T3 Compressor Technology
Qty: 30	General Parameter
	Capacity (Ton): 1.5 Ton
	Type: DC Inverter
	Cooling Capacity (BTU): 18000
	Heating Capacity (BTU): 18000
	Air Circulation (m3/4): 1100
	Power input (W) Cooling: 1452 (450-
	2600)
	Power Input (W) Heating: 1416
	Running Current (A) Cooling: 4.45
	Running Current (A) Heating: 6.89
	Power Supply (Ph/V/Hz): 1,220-23,50
	Appearance
	Color: White
	Type: Wall Mount
	Display: Hidden LED
	Parts
	Refrigerant: icon R410a/R32
	Refrigerant Pipe: LINQ side: 6mm,
	Gas side: 12mm
	Warranty
	Warranty: 10 Years Compressor, 4
	Years PCB, 1- year Parts
	Dimensions
	Indoor Net Dimension/D/H:
	1050235/350
	Indoor Packing
	Dimension/D/H:890/340/705
	Outdoor Packing Dimension/D/H:
	1046/460/780
	Indoor Gross weight (Kg): 14.5
	Indoor Net Weight (Kg): 11.5
	Outdoor Gross weight (Kg): 47
	Outdoor Net Weight (Kg): 42
	Noise
	Indoor Noise[db.(A)] (Hi/Mid/Lo/So):
	47/44/41
	Outdoor Noise [db.(A)]: 55
	Compatibility
	UPS Enabled: No
	Wi-Fi: No
	111 1. 110
Equipment/Installation	With all necessary Accessories &
	Installation charges
Warranty	02 Year Warranty Support
*** ***********************************	02 I car marrain, bupport



Lot No. 3 Learning Management System (LMS)		
Learning Management System (LMS)	Native Android + iOS + web app	
, ,	Login System	
	Academic Calendar	
	Biometric Attend. + Geofencing	
	Live Polls + Discussion	
	Mentorship	
	Student Profile	
	Batch Management	
	Digital Content + Study material	
	Notification System	
	Wifi Access management	
	Faculty Profile	
	Assessments + Quizzes Examination Center	
	Paper Maker + Question bank	
	AppStore + Playstore developer	
	accounts + API hosting +	
	+ 1 Year, Extendable subject to	
	satisfactory performance	
	same of performance	
Lot No. 4 Stationary		
Paper Rim A4 80 Gm	Fine Quality	
Paper Rim Legal 80 Gm	Fine Quality	
Stapler 24/6	Fine Quality	
Stapler 24/6 pins	Fine Quality	
Heavy duty Stapler	Fine Quality	
Led Pencil per dozen	Fine Quality	
Sharpner	Fine Quality	
Pointer Black box/dabi	Fine Quality	
Pointer Blue box/dabi	Fine Quality	
Pointer Red box/dabi	Fine Quality	
Correction Pen box/dabi	Fine Quality	
White Board Marker Black box/dabi	Fine Quality	
White Board Marker Blue box/dabi	Fine Quality	
White Board Marker Red box/dabi	Fine Quality	
Ball Point Blue box/dabi	Fine Quality	
Ball Point Black box/dabi	Fine Quality	
Ball Point Red box/dabi	Fine Quality	
Gell Ball Pen Blue box/dabi	Fine Quality	
Gell Ball Pen Black box/dabi	Fine Quality	
Gell Ball Pen Red box/dabi	Fine Quality	
Gum Stick Large box/dabi	Fine Quality	
Highlighter Mixed Color box/dabi	Fine Quality	



Photocopy Machine Toner(TASKALFA 4500i)Kyocera	Fine Quality
Photocopy Machine Toner Xerox	Fine Quality
Photocopy Machine Toner Ink 1000 Grm	Fine Quality
(TASKALFA 4500i)Kyocera	rine Quanty
Photocopy Machine Toner Ink Xerox 1000 GRM	Fine Quality
Toushiba N85x19z251c	Fine Quality
Toner 12-A	Fine Quality
Toner 26-A	Fine Quality
Toner 85-A	Fine Quality
Toner 59-A	Fine Quality
Toner 76-A	Fine Quality
Toner 78-A	Fine Quality
Toner 107-A	Fine Quality
Sticky Notes Different Colors	Fine Quality
Binding Tape 3"	Fine Quality
Binding Tape 2"	Fine Quality
Urdu Register (200Pages)	Fine Quality
Dispatch Register (300Pages)	Fine Quality
Diary Register(300Pages)	Fine Quality
Attendance Register 100 pages	Fine Quality
Expense Register 100 pages	Fine Quality
Permanent Marker Black box/dabi	Fine Quality
Permanent Marker Blue box/dabi	Fine Quality
Permanent Marker Red box/dabi	Fine Quality
Writing Pad Small	Fine Quality
Writing Pad Large	Fine Quality
Pin Opener	Fine Quality
Computer Mouse	Fine Quality
Key Board	Fine Quality
Flapper VIP	Fine Quality
Stamp Pad box	Fine Quality
Punch Machine 02 Hole Large	Fine Quality
Hard file Cover blue & Green	Fine Quality
Binding Sheet Legal 18mm (per pack 100 sheet)	Fine Quality
Binding Sheet A4 Size (per pack 100 sheet)	Fine Quality
File Tag Medium	Fine Quality
File Tag Large	Fine Quality
Scale Steel	Fine Quality
Paper Cutter	Fine Quality
Board Duster	Fine Quality
Lot No. 4 Printing	



File Cover with College Name & Logo	300 grm bleach card 4 color / fine	
	quality	
Answer Sheet with College Name & Logo	68 gram 8 pages / fine quality	
Envelop white with College Logo 9x4	80 gram Single color / fine quality	
Envelop white with College Logo A4 Size	80 gram Single color / fine quality	
Indent Book 100 pages	70 gram / fine quality	
Flapper VIP	Fine quality	
Office Diary 100 pages	68 gram / fine quality	
Receipt Book (Pathology) 100 pages	68 gram / fine quality	
Lot No. 5. Others		
Air Freshener	Fine quality	
Tissue Roll	Fine quality	
Tissue Box Multi color	Fine quality	
Washroom Brash	Fine quality	
Insect Killer 300ML	Fine quality	
Phynle 3ltr	Fine quality	
Acid per ltr	Fine quality	
Water Wiper	Fine quality	
Bamboo Brush	Fine quality	
Dustbin Small	Fine quality	
Dustbin Large	Fine quality	
Dustbin with foot paddle	Fine quality	
Duster	Fine quality	
Soap`	Fine quality	
Vim Liquid per pack	Fine quality	
Washroom Cleaner per ltr/per pack	Fine quality	
Lot No. 6. Cost of Others		
LED bulb 18w	Fine quality	
LED bulb 30w	Fine quality	
Lock Medium	Fine quality	
Bulb holder	Fine quality	
Breaker 16amp	Fine quality	
Breaker 30amp	Fine quality	
Water filter for RO plant	Fine quality	
Switch button	Fine quality	
Capacitor	Fine quality	
Light plug	Fine quality	
Fan dimmer	Fine quality	
Electric Kettle	Fine quality	
Steel Almirah	Fine quality	
Tea Set	Fine quality	
Water Set	Fine quality	
Diner Set	Fine quality	
Soap cover	Fine quality	
Piano Switch	Fine quality	
Cable 3/29 single (coil)	Fine quality	



Cable 7/29 single (coil)	Fine quality
Cable 7/36 single (coil)	Fine quality
Cable 7/29 double (coil)	Fine quality
Cable 7/36 double (coil)	Fine quality
Cable 7/52 silver (coil)	Fine quality
Extension Wire	Fine quality
Three Pin Shoo	Fine quality
Three Pin Plug	Fine quality



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: Principal D.G. Khan Medical College D.G. Khan
		The subject of procurement is: : PROCUREMENT OF Purchase of Machinery & Equipment, Software, Stationary, Printing, Others, Cost of Others
		Location for delivery: Principal D.G. Khan Medical College D.G. Khan.
		Period for delivery of goods: 30 days after the published of the supply order.
		Commencement date for delivery of Goods: 30 days after signing the contract
2.	2.1.2	Source of Funds:
		Financial year for the operations of the Procuring Agency: 2025-26 Government of the Punjab.
		Grant No. PC21016(016) -Health Services 07 Health-073
		Hospital Services-0731-General Hospital Services-073101-
		General Hospital Services-LQ -4543,DG-4269 D.G. Khan Medical College D.G. Khan.
		Name of financing institution: Government of the Punjab.
		Name and identification number of the Contract: N/A
3.	2.1.3 (iv)	Maximum number of members in the joint venture, consortium or association shall be: J.V. form 8.2 should be followed: N/A
4.		Ineligible country(s) is or are [list if any]



5.	2.3.6(iii)	Demonstration of authorization by manufacturer: [not required]	
	2.5.0(m)	form 8.3 should be followed.	
	B. Bidding Documents		
6.	2.2.2	Clarification of Bidding Documents:	
		The address for clarification of Bidding Documents is D.G. Khan	
		Medical College D.G. Khan. Requests for clarification shall be	
		received by the Employer no Later than 02 th May, 2025	
7.	2.2.2	Pre-bid meeting will not be held.	
8.	2.3.9	The number of bidding documents to be completed and	
		returned is in one original.	
		ice, Currency, Language and Country of Origin	
9	2.3.1	Language: English	
10	2.3.4	The price quoted shall be at the location mentioned in the	
		Schedule of Requirements including the delivery charges.	
11.	2.3.4	The price shall be in Pak Rupees and shall be fixed. The quoted	
		rates will remain the applicable up to 30.06.2026.	
12.	2.1.4 (ii)	Country of origin : Pakistan	
	D	. Preparation and Submission of Bids	
13.	2.1.3	Qualification Criteria:	
		Substantively responsive bid (from qualified bidder) offering the	
		lowest Delivered Duty Paid (DDP) price against each lot. The	
		bids will be evaluated lot wise and the contracts shall be	
		awarded to the lowest evaluated lot. The bidders may submit bid	
		for one lot or all lots.	
14.	2.3.6&2.3.7	Spare parts is not required	



15.	2.2.2	Bid Submission:
		Did Submission.
		Only E-Bids acceptable through E-Procurement/EPADS
		E-Bid shall be submitted through E-Procurement / EPADS
		(https://eprocure.gov.pk/#/auth/login)
		(Bids which are incomplete, not E-bids through EPADS, not signed and/or not stamped, late or submitted by other than specified mode will be rejected)
16.	2.4.2	The deadline for Bid submission is
		a) Day: Thursday
		b) Date: 08th May 2025
		Time: 12:00 pm
17.	2.5.1	Bid opening:
		a) Day: Thursday
		b) Date: 08th May 2025
		Time: 12:30 pm
18.	2.6.2	Performance Guarantee:
		Amount of Performance Guarantee is @ 5% of the contract
		amount (where required) shall be provided by the successful
		bidder before signing the contract.
19.	2.3.8	Bid Security:
		Amount of Bid Security is 2%
		Bids shall be on the prescribed format, sealed and accompanied
		by the Bid Security in the form of <i>Demand Draft/ Pay Order/</i>
		Call at Deposit in favor of Principal D.G.Khan Medical
		College D.G.Khan having its
		validity till 30th June, 2026



		The complete list of items and their bid security is defined ahead
		under the section Items List and Bid Security.
20.	2.3.9	Bid Validity:
		Bid validity period Under One Time Contract is until 30 th June
		2026 after the date of opening.
21.	2.3.9	Number of copies of the Bid to be provided are not required.
	<u>.</u>	·
		E. Opening and Evaluation of Bids
22.	2.5.1	R'10 a d'a
		Bid Opening:
		The E-Bid opening shall be through E-Procurement (EPADS)
		take place at:
		T T
		Street address: D.G. Khan Medical College Jampur Road
		City/Town: Dera Ghazi Khan
		Country: Pakistan
		Day : Thursday
		Date: 08th May 2025
		Time : 12:00 PM
23.	2.3.5	The currency that shall be used for Bid evaluation and
		comparison purposes to convert all Bid prices expressed in
		various currencies is: Pak Rupees



F. Bid Evaluation Criteria

24.	2.5.8	
24.	2.5.0	Criteria for Bid Evaluation:
24.	2.3.0	 Criteria for Bid Evaluation: i. Registration with Federal Board of Revenue (FBR) for Income Tax and General Sales Tax (GST) with active status on Active Taxpayer List (ATL)of FBR and also registered with PRA. ii. Fulfilling all requirements of CLAUSE 2 ("Eligible Bidders") of Instructions to Bidders iii. Power of Attorney (see Annexures for template) from the Bidding Firm / Company authorizing the relevant person to represent it (if applicable). iv. Undertaking on Judicial Paper that the firm fulfills eligibility requirements of ITB Clause 2, for Correctness of Information, is not blacklisted and not involved in litigation with any of provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required. (See Annexures). v. Undertaking on Judicial Paper that the firm confirms that the specifications of items are as per requirement indicated
		by the procuring agency. The procuring agency may desire the samples for confirmation of specifications quoted by bidders. vi. The Bidder must be a Original Manufacturers / Importers / Authorized Distributors / General Order Suppliers for sales & service of the goods continuously for last one-year. Income Tax Returns or Audit Report for the last 3 years showing at least an average gross annual sales from this business which shall not be less than the amount of this procurement. Note: Substantively responsive bid (from qualified bidder) offering the lowest Delivered Duty Paid (DDP) price against each lot. The bids will be evaluated lot wise and the contracts shall be awarded to the lowest evaluated lot. The bidders may submit bid for one lot or all lots.



G. Award of Contract

2.6.5	Percentage for quantity increase:	
	Percentage for quantity increase: 15.00 % of total contract value.	
2.6.2	The Performance Guarantee shall be: 05 percent of the Contract Price	
2.6.2	The Performance Security (or guarantee) shall be in the form of: Demand Draft/ Pay Order/ Bank Guarantee in favor of D.G. Khan Medical College D.G. Khan.	



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 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 whichwhere 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**; **Inspection and** Auditby the procuring agency.
- 5.1. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of 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 fifteen (15) 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, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or 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. 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*
- 10.3. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1. The Goods supplied under the Contract shall be delivered duty form paid under which risk is transferred to the buyer after having been delivered, hence insurance *coverage* is sellers 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 onsite 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.

- 15.2. This warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 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 Pak Rupees

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

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. Contrac t 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. Liquidate d 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:
 - vi. 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;
- vii. 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;
- viii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- ix. 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;
- x. 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.

Page **59** of **91**

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.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: **D.G. Khan Medical College, D.G. Khan**

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

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: N/A

2. Country of Origin (GCC Clause 3)

Refer to price schedule

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: 5% (of the contract price) in the shape of Demand Draft/ Pay Order/ Bank Guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document

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:

- 1. For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)
- 2. For Physical Fitness having No Damages (Certificate from supplier)
- 3. For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

- 4. For conformance to specification and performance parameter through prior to delivery inspection (inspection report by procurement committee/inspection committee)
- 5. For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

5. 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 the following documents to the Procuring Agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount:
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
- (vii) Certificate of origin.

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:

- 1. At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.
- 2. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods.

The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

9. Spare Parts

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty

GCC 15.2--In accordance with the provisions, the warranty period shall be 1500 hours of operation or 12 months for imported parts and 1000 hours or 06 months for genuine parts, 2500 hours for operation or 18 months for imported parts of track system, whichever occur earlier. Additionally, the supplier shall allow 02 month grace period to the purchaser for fitting of goods / parts starting from the date of handing Over (Final Acceptance) of the Goods and the warranty period shall start from the expiry of the grace period. In case of Batteries and Filters, as per manufacturer standard warranty change of interval respectively. During the warranty period, the bidder contractor shall be responsible for free and immediate replacement, if the Parts/Stores found defective/sub- standard/not suitable for the machinery/type and model machinery & for the purpose/application as mentioned in the tender/contract or materially at variance from that as specified in the contract/tender. Further the tenderer/Bidder/Contractor shall also provide immediate free replacement of whole of the goods or part thereof in case of major failure of supplied store and provide immediately free repair in case of minor failure upto to the requirement/ satisfaction of the purchaser. The contractor shall fit the parts in the machine free of charges. The Agricultural Engineer concerned will provide the detail of machine at the time of fitting. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons, the Supplier shall, at its discretion, either:

Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be

0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 5% of the contract price.

Or

Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

12. Payment (GCC Clause 16)

Sample provision

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

- 1. in Pakistani Rupees (PKR),
- 2. upon submission of claim, &
- 3. within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC 4

13. Prices (GCC Clause 17)

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

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.10 % of contract price per day Maximum deduction: 5.00 % of contract price

15. 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:

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

In the case of a dispute between the Advertisement and Bidding Documents, than bidding documents will be consider.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

17. 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):

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: **D.G. Khan Medical College**, **D.G. Khan**,

—Supplier's address for	or notice purposes:

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements (Under One Time Contract)

Sr. No	Description/Specificate Plant 250 LPH for Di		Object Code	Qty/Tentative date of supply order	Name of Consignee/ Place of Delivery with installation
Lot N	No. 1 (Machinery & Equ	ipment)			
1	Raw tank	200/300 gln. White/ black	A09601 (Machinery & Equipment) Estimated Budget	02 No.	Principal D.G. Khan Medical College, D.G. Khan.
2	Feed pump	4.40/25 PSI	Rs. 1,100,000/-	02 No.	
3	Veessel	1054		04 No.	
4	Grival		-	6 Bag	
5	Sand		_	2 Bag	
6	Activated Corben		-	2 Bag	
7	Jumbo Filters	PPF	-	04 No.	
8	Skid/s.s	1"/1"	-	02 No.	
9	HP. RO Pump	2.11	-	02 No.	
10	Dosing Pumps	5 bar	-	02 No.	
11	Dosing Drums	80 ltr	-	02 No.	
12	RO Membrane	4040	_	02 No.	
13	Membrane Hosing	4040	_	02 No.	
14	Pressure Gauges	350psi/150psi	-	04 No.	
15	Flow Meters	05 GPM	-	04 No.	
16	Gate Wall	SS	-	02 No.	
17	Fitting (Food Grade)	PVC Schedule 80	-	PVC	
18	Electric Distribution Panel	Box Size 12/12		02 No.	
19	Online TDS Metter			02 No.	

20	Product Tank	200/300gln.W hite/ black		02 No.	
21	UV Panel	33"		02 No.	
22	Flout Switch			06 No.	
23	PPRC Fitting for distribution of Water Supply to the Electric cooler PPRC, Elbow, Union, Socket, Male/Female Socket, Ball Wall	25 mm		For Supply of 14 Cooler	
Lot N	No. 2 (Machinery & Equ	ipment)			
1	DC Invertors 1.5 Ton Qty: 30	T3 Compressor Technology General Parameter Capacity (Ton): 1.5 Ton Type: DC Inverter Cooling Capacity (BTU): 18000 Heating Capacity (BTU): 18000 Air Circulation (m3/4): 1100 Power input (W) Cooling: 1452 (450- 2600) Power Input (W) Heating: 1416 Running Current (A) Cooling: 4.45 Running Current (A) Heating: 6.89 Power Supply (Ph/V/Hz): 1,220-23,50 Appearance	A09601 (Machinery & Equipment) Estimated Budget Rs. 6,450,000/-	30 No	

<u> </u>		T	
	Color: White		
	Type: Wall		
	Mount		
	Display:		
	Hidden LED		
	Parts		
	Refrigerant:		
	icon		
	R410a/R32		
	Refrigerant		
	Pipe: LINQ		
	side: 6mm,		
	Gas side:		
	12mm		
	Warranty		
	Warranty: 10		
	Years		
	Compressor, 4		
	Years PCB, 1-		
	year Parts		
	Dimensions		
	Indoor Net		
	Dimension/D/		
	H:		
	1050235/350		
	Indoor		
	Packing		
	Dimension/D/		
	H:890/340/705		
	Outdoor		
	Packing		
	Dimension/D/		
	H:		
	1046/460/780		
	Indoor Gross		
	weight (Kg):		
	14.5		
	Indoor Net		
	Weight (Kg):		
	11.5		
	Outdoor Gross		
	weight (Kg):		
	47		
	Outdoor Net		
	Weight (Kg):		
	42		
	Noise		
	Indoor		
	Noise[db.(A)]		
	rioise[ub.(A)]		

Lot No. 3 (Software)	(Hi/Mid/Lo/So): 47/44/41 Outdoor Noise [db.(A)]: 55 Compatibility UPS Enabled: No Wi-Fi: No			
1 Learning Management System (LMS)	Native Android + iOS + web app Login System Academic Calendar Biometric Attend. + Geofencing Live Polls + Discussion Mentorship Student Profile Batch Management Digital Content + Study material Notification System Wifi Access management Faculty Profile Assessments + Quizzes Examination Center Paper Maker + Question bank AppStore + Playstore developer accounts + API hosting	A09202 (Software) Estimated Budget Rs. 650,000/-	01 No	

	Schedule of	Requirements (UNDER FRAME WO	ORK CONTRACT)	
Lot N	o. 4 (Stationary)				
1	Paper Rim A4 80 Gm	Fine Quality	A03901 (Stationary)	As per release of funds and	
2	Paper Rim Legal 80 Gm	Fine Quality	Estimated Budget	identification of need	
3	Stapler 24/6	Fine Quality	Rs. 4,500,000/-		
4	Stapler 24/6 pins	Fine Quality			
5	Heavy duty Stapler	Fine Quality			
6	Led Pencil per dozen	Fine Quality			
7	Sharpner	Fine Quality			
8	Pointer Black box/dabi	Fine Quality			
9	Pointer Blue box/dabi	Fine Quality			
10	Pointer Red box/dabi	Fine Quality			
11	Correction Pen box/dabi	Fine Quality			
12	White Board Marker Black box/dabi	Fine Quality			
13	White Board Marker Blue box/dabi	Fine Quality			
14	White Board Marker Red box/dabi	Fine Quality			
15	Ball Point Blue box/dabi	Fine Quality			
16	Ball Point Black box/dabi	Fine Quality			
17	Ball Point Red box/dabi	Fine Quality			
18	Gell Ball Pen Blue box/dabi	Fine Quality			
19	Gell Ball Pen Black box/dabi	Fine Quality			
20	Gell Ball Pen Red box/dabi	Fine Quality			
21	Gum Stick Large box/dabi	Fine Quality			
22	Highlighter Mixed Color box/dabi	Fine Quality			
23	Photocopy Machine Toner(TASKALFA 4500i)Kyocera	Fine Quality			

24	Photocopy Machine	Fine Quality
	Toner Xerox	Time Quanty
25	Photocopy Machine	Fine Quality
	Toner Ink 1000 Grm	·
	(TASKALFA	
26	4500i)Kyocera	
26	Photocopy Machine	Fine Quality
	Toner Ink Xerox 1000 GRM	
27	Toushiba	Fine Quality
21	N85x19z251c	Fine Quality
28		Fine Quality
	Toner 12-A	
29	Toner 26-A	Fine Quality
20		Fine Ovelity
30	Toner 85-A	Fine Quality
31	Tonor FO A	Fine Quality
	Toner 59-A	
32	Toner 76-A	Fine Quality
22		F: 0 !::
33	Toner 78-A	Fine Quality
34		Fine Quality
34	Toner 107-A	Tine Quanty
35	Sticky Notes Different	Fine Quality
	Colors	· ,
36	Binding Tape 3"	Fine Quality
27	Small grape o	
37	Binding Tape 2"	Fine Quality
38	Urdu Register	Fine Quality
50	(200Pages)	Tine Quanty
39	Dispatch Register	Fine Quality
	(300Pages)	
40	Diary	Fine Quality
	Register(300Pages)	
41	Attendance Register	Fine Quality
	100 pages	
42	Expense Register 100	Fine Quality
42	pages	E! 0 !!:
43	Permanent Marker Black box/dabi	Fine Quality
44	Parmanent Marker	Fine Ouglity
77	Blue box/dabi	Fine Quality
45	Permanent Marker	Fine Quality
	Red box/dabi	Time Quanty
46		Fine Quality
	Writing Pad Small	,
47	Writing Pad Large	Fine Quality

	(Pathology) 100 pages				
8	Receipt Book	68 gram / fine quality			
0	pages	quality			
7	Office Diary 100	68 gram / fine			
	Flapper VIP				
6		Fine Quality			
J	pages	quality			
5	College Logo A4 Size Indent Book 100	fine quality 70 gram / fine			
	Enevelop white with	Single color /			
4		80 gram			
4	College Logo 9x4	fine quality			
	Enevelop white with	Single color /			
3		80 gram			
	College Name & Logo	quality			
	Answer Sheet with	pages / fine			
2		68 gram 8	Rs. 800,000/-		
		quality	Budget	need	
	College Name & Logo	color / fine	Estimated	identification of	
•	File Cover with	bleach card 4	(Printing)	funds and	
1		300 grm	A03902	As per release of	
Lot No	o. 5 (Printing)				
	Board Duster	Time Quality			
61		Fine Quality			
60	Paper Cutter	Fine Quality			
59	Scale Steel	Fine Quality			
58	File Tag Large	Fine Quality			
	File Tag Medium				
57	(per pack 100 sheet)	Fine Quality			
56	Binding Sheet A4 Size	Fine Quality			
	sheet)				
55	Binding Sheet Legal 18mm (per pack 100	Fine Quality			
	Green				
54	Hole Large Hard file Cover blue &	Fine Quality			
53	Punch Machine 02	Fine Quality			
52	Stamp Pad box	Fine Quality			
51	Flapper VIP	Fine Quality			
	Key Board				
50	·	Fine Quality			
49	Computer Mouse	Fine Quality			

[Air Freehoner	Fine quality	A0370	As per release of funds and	
<u>, </u>	Air Freshener Tissue Roll	Fine quality	(Others) Estimated	identification of need	
3		Fine quality	Budget Rs. 1,500,000/-	need	
4	Tissue Box Multi color	Fine quality			
5	Washroom Brash				
	Insect Killer 300ML	Fine quality			
5	Phynle 3ltr	Fine quality			
7	Acid per ltr	Fine quality			
3	Water Wiper	Fine quality			
9	Bamboo Brush	Fine quality			
10	Dustbin Small	Fine quality			
11	Dustbin Large	Fine quality			
12	Dustbin with foot padle	Fine quality			
13	Duster	Fine quality			
14	Soap	Fine quality			
15	Vim Liquid	Fine quality			
16	Washroom Cleaner per ltr	Fine quality			
Lot N	No. 7. (Cost of Others)				
1	LED bulb 18w	Fine quality	A03942	As per release of funds and	
2	LED bulb 30w	Fine quality	(COS) Estimated	identification of need	
3	Lock Medium	Fine quality	Budget Rs. 2,500,000/-		
1	Bulb holder	Fine quality			
5	Breaker 16amp	Fine quality			
5	Breaker 30amp	Fine quality			
7	Water filter for RO	Fine quality			
3	Switch button	Fine quality			
9	Capacitor	Fine quality			

	Fine quality
Light plug	Fine quelite
Fan dimmer	Fine quality
	Fine quality
Electric Kettle	Cina avality
Steel Almirah	Fine quality
	Fine quality
Tea Set	Fine quality
Water Set	rine quality
	Fine quality
Diner Set	Et a la altri
Soap cover	Fine quality
	Fine quality
-	Et a la lei
	Fine quality
	Fine quality
(coil)	- 47
Cable 7/36 single	Fine quality
` '	
-	Fine quality
` '	Fine quality
(coil)	
Califa 7/53 211 22/22/10	Fine quality
Cable 7/52 silver (coil)	Fine quality
Extension Wire	Fine quanty
	Fine quality
Three Pin Shoo	Fine as all
Three Pin Plug	Fine quality
	Tea Set Water Set Diner Set Soap cover Piano Switch Cable 3/29 single (coil) Cable 7/29 single (coil) Cable 7/36 single (coil) Cable 7/29 double (coil) Cable 7/36 double (coil) Cable 7/36 double (coil) Cable 7/52 silver (coil)

Section-VIII: Sample Forms

8.1 Bid Submission Form

Date:

To: Principal D.G. Khan Medical College, D.G. Khan
Having examined the Bidding documents including Addenda Nos.[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods Under the contract "" in conformity with the said Bidding documents for the sum at the rate mentioned in the price schedule or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.
We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
If our Bid is accepted, we will obtain the performance guarantee of a bank in a sum equivalent to 05 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.
We agree (Under One Time Contract) & (Frame Work contract) to a Bid by this Bid during bid validity period as mentioned in bid data sheet from the date fixed for Bid opening under Clause 2.3.8 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, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between

[In case of single stage one envelope bidding procedure]

RFB No. _____

us.

The Composition of our Bid is:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) all the forms relevant to the technical and financial bids (clearly indicated on each form)
- c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

[In case of single stage two envelope bidding procedure],

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

Technical bid includes the following:-

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments [to be decided by the procuring agency i.e. Bank Guarantee | Bank call-deposit (CDR) | Demand Draft (DD) | Pay Order (PO) or Banker's cheque] valid for () Days, beyond the validity of Bid in the manner as prescribed on the bid security form 8.10.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.11**) along with Original financial instrument [to be decided by the procuring agency i.e. Bank Guarantee / Bank

	• '	(R) / Demand Dra Days, beyond the	• • •	, ,	r Banker's cheque]
d)	Any other docum 14.	nent required by t	he procuring	agency not inc	consistent with PPR-
	as or gratuities, if an		-		to this Bid, and to
Name and a provider	address of goods	Amount and Cur	rency		
(if none, stat	re "none")				
We understa	and that you are not	bound to accept t	he lowest or	any Bid you ma	ay receive.
Dated this _	(lay of	20_		
[signature]		in the capacity of]			
Duly authori	ized to sign Bid for	and on behalf of			

8.2 Form of Bid

(Under One Time Contract)

and

(Frame Work Contract)

1	2	3	4	4	5	6
Sr. No.	Description of Store	Object Code	Bid Security (2%) (Rs.)	Unit price excluding Sales tax (Rs.)	Sales Tax (Rs.)	Unit price including Sales Tax (Rs.)
1.	02 No. RO PLANT 250 LPH FOR DRINKING WATER WITH INSTALLATION	AO9601 (Purchase of Plant & Machinery) Estimated budget Rs. 1,100,000/-	22,000/-			
2.	DC INVERTORS 1.5 TON	AO9601 (Purchase of Plant & Machinery) Estimated budget Rs. 6,450,000/-	129,000/-			
3.	LEARNING MANAGEMENT SYSTEM (LMS)	AO9202 (Software) Estimated budget Rs. 650,000/ -	13,000/-			
4.	STATIONARY	A03901 (Stationary) Estimated Budget Rs. 4,500,000/-	90,000/-			
5.	PRINTING	A03902 (Printing) Estimated Budget Rs. 800,000/-	16,000/-			
6.	OTHERS	A0370 (Others) Estimated Budget Rs. 1,500,000 /-	30,000/-			
7.	COST OF OTHERS STORE	A03942 (COS) Estimated Budget Rs. 2,500,000/-	50,000/-			

8.2 Bidder's JV Members Information Form

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.

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

RFB No.: [insert number of RFB process]

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

Pageofpages
1. Bidder's Name: [insert Bidder's legal name]
2. Bidder's JV Member's name: [insert JV's Member legal name]
3. Bidder's JV Member's country of registration: [insert JV's Member country of registration]
4. Bidder's JV Member's year of registration: [insert JV's Member year of registration]
5. Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6. Bidder's JV Member's authorized representative information
Name: [insert name of JV's Member authorized representative]
Address: [insert address of JV's Member authorized representative]
Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]
Email Address: [insert email address of JV's Member authorized representative]
7. Attached are copies of original documents of [check the box(es) of the attached original documents]
Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Manufacturer's Authorization Form

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

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

To: [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.

8.4. 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	r:				
Fax Number:					
3.	3. Contact Person:				
Name:					
Personal Telephone Number:					
Email Address:	Email Address:				
4.	Local office if any:				
Address:					
Office Telephone Number:					
Fax Number:					
5. Registration Details:					

a) ,	Audited Financial	Statement	Attachment/Income	Tax Returns	(Last	vears
------	-------------------	-----------	--------------------------	-------------	-------	-------

Yes No

b) Details of Experience (Last ____Years)

(i)	Similar Project	Item Name
	(Agency/Department)	
		<u> </u>
(ii)	Value of total Projects/Tenders/POs	Amount

c)Staff Detail and last month Payroll

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

8.6. Affidavit

[To be	printed on PK	R 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical
Bid]	Name:	(Applicant)
and ibelie	in the supporting and may be v	do hereby certify that all the statements made in the Bidding document ng documents are true, correct and valid to the best of my knowledge and verified by employer if the Employer, at any time, deems it necessary.
furni Punj	ish any additio	ereby authorize and request the bank, person, company or corporation to onal information requested by the <i>[name of Procuring Agency]</i> of the ecessary to verify this statement regarding my (our) competence and
requ	ested and agr	understands and agrees that further qualifying information may be ees to furnish any such information at the request of the <i>[name of of of the of the of of the of t</i>
(i)		not currently blacklisted by the Procuring Agency.
(ii)	fake/bogus of Law/ Rules.	nts/photocopies provided with Bid are authentic. In case, any locument was found at any stage, the firm shall be blacklisted as per
(iii) (iv)		correctness of information. omitted*****
	ne of the Contidential.	tractor/ Bidder/ Supplier]undertakes to treat all information provided as
Sign	ed by an autho	rized Officer of the company
Title	of Officer:	
Nam	ne 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,

Principal D.G. Khan Medical College, D.G. Khan

WHEREAS	(Name	of the			actor/	Suppl		s undertake	en, in
pursuance	of "INVITA		TO	BID	FOR	R THE		OVISION	OF
1. [Please inse						C			
(Here in after of	called "the Contr	act").							
AND WHER	EAS it has bee	n stipulate	ed by y	ou in th	e Cont	tract that	he Conti	ractor shall f	furnish
•	ank guarantee b	•				-			ity for
-	ith the Contracto	-		_			e with th	e Contract;	
	EAS we have ag	_							
	E WE hereby a						•		
-	to a total of			_			_		
* * *	pon your first v			•	-				
Contract, and	without cavil or	-	•			-			
								your need	ing to
	ow grounds or r								
	e is valid until _ the rectification							linsert i	lumber
or days] after	ine rectification	of the De	iecis, v	vincheve	1 18 Iau	ei.			
INAME OF C	GUARANTOR]								
=									
Name									
Title		_ Address	<u> </u>						
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]

Sr. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specification s dimensions

Stamp	& Signature of Bidder	

8.9. Contract Form

[To be signed & s	tamped by the Bidd	ler and reproduced Technical Bid]		er head. To be attached wit	th
Agency] of [country	of Procuring Agency]	(hereinafter called '	"the Procur	between [name of Procuring Agency") on the one plat "the Supplier") on the other	par
[brief description of g goods and services Price").	oods and services] and sin the sum of [cont	d has accepted a Bitract price in words and	id by the Sudfigures] (he	and ancillary services, vapplier for the supply of the ereinafter called "the Control	ose
1. In this Ag	EEMENT WITNES greement words a ned to them in the C	nd expressions sh	all have t	he same meanings as ar to.	re
this Agreement, vi (a) the Bid For (b) the Schedu (c) the Technic (d) the Genera (e) the Special (f) the Procuri	z.: cm and the Price Scale of Requirements; cal Specifications; l Conditions of Con Conditions of Con ng Agency's Notifi	hedule submitted by ; ntract; tract; and		ad and construed as part of	f
hereinafter mentio	ned, the Supplier h s and to rectify de	ereby covenants w	ith the Proc	ng Agency to the Supplier curing Agency to provide th all respects in accordan	the
provision of the go such other sum as	oods and services a	nd the rectification ble under the provi	of defects	plier in consideration of therein, the Contract Price e contract at the times and	01
	hereof the parties neir respective laws			greement to be executed pove.	in
	livered bythe livered bythe			Agency)	

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]

Sr. No.	Item name	Specifications/ dimensions	Country of Origin	Brand name, make & model	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all taxes & duties etc.)	Total price (in words)
Tota	Total price in figures							
	Total price in figures Total price in words							

Total Bid value (against which a Bid shall be evaluated) in figure. Total Bid value (against which a Bid shall be evaluated) in words.

Note:

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

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

Stamp & Signature of Bidder	
-----------------------------	--

8.11. Bid Security Form

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

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 Technical Knock Down

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

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

Sr	Detail	Responsive	Non-responsive
• #			
1	2 % Bid Security of estimated cost of articles / items		
1	given by the department. The Bid security must be		
	submitted with technical proposal.		
2	All required samples (if demanded) have been submitted in		
	[name of the Procuring Agency] sample store.		
3	Active Registration with Income Tax Authorities (National		
	Tax Number NTN) at least three years old		
	Active bank statement at least last three years old		
4	Copy of active Registration with Sales Tax Authorities		
	(STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	Bidder s JV Member information as per form 8.2		
7	At least <u>05</u> of similar nature having similar cost or above have been performed / executed in public organization		
	during last 02 years (certificate duly signed by gazetted		
	officer attached).		
8	Technical Bid Form (as per form 8.9 of Bidding		
	documents) on letter head of the firm duly signed and		
	stamped.		
9	Financial Bid Form (as per form8.1 of Bidding		
	documents) on letter head of the firm, duly signed and		
	stamped.		
10	Bid Security Form (as perform8.11of Bidding documents)		
	on letter head of the firm, duly signed and stamped.		
11	Performance Guarantee Form (as perform8.7 of Bidding		
	documents) on letter head of the firm, duly signed and		
12	stamped. Congrel Information Form (as per form 8 for Pidding		
12	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and		
	stamped.		
	ouripeu.		

13	Affidavit(as per form 8.6) on non-judicial Stamp Paper of
	Rs. 100/-
	(i) The firm is not currently blacklisted by the
	Procuring Agency.
	(ii) The documents/photocopies provided with Bid are
	authentic. In case of any fake/bogus document look at
	any stage. They shall be black listed as per Rules
	/ Laws.
	(iii) Affidavit for correctness of information.
	(iv) ****omitted***
	Affidavit for correction of information Form (as
	per form of Bidding documents) on letter head of the
1.4	firm, duly signed and stamped.
14	i. Work order / supply order / purchase order of previous
	relevant experience. ii. Company profile. Staff list along with location and
	ii. Company profile. Staff list along with location and address[where applicable].
	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.
	T

Stamp &	k Signature of Bidder	