



INFORMATION TECHNOLOGY
UNIVERSITY OF THE PUNJAB

INVITATION TO BID

Information Technology University (ITU), invites proposals/bids for:
“Procurement of Generators for ITU Main Campus Barki Road, Lahore”.

1. Bidding Document is available at www.itu.edu.pk, www.ppra.punjab.gov.pk and punjab.eprocure.gov.pk. The procurement shall be completed in accordance with Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
2. A single package containing Technical and Financial Bids separately, duly completed, signed, stamped, sealed and in complete conformity with Tender Document must be submitted **online on e-Procurement System (E-PADS) website i.e. <https://punjab.eprocure.gov.pk>**, till **1500 Hours** on last date of submission of bids i.e. **19th May, 2025**. The bids shall be opened at **1530 Hours** on the **same date**, as per Punjab Procurement Rules, 2014.
3. Bidders are advised to ensure the uploading of bids on **E-PADS Portal**, well before the submission deadline and not wait for the last date and time to upload the bid. Bid submission on E-PADS portal shall entirely be the responsibility of the bidders. ITU shall not be responsible for any issues thereof. For any assistance regarding E-PADS Portal, the bidders may contact on system support email and phone numbers as provided on the website of the authority.
4. Bids that are incomplete, not signed and stamped, late or submitted by other than a specified mode will not be considered.
5. Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, at ITU-Procurement Office, 6th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore, before the last date and time for E-bid Submission.
6. Income/Sales tax registration certificate and other required documents as mentioned in Bidding Document must accompany the bids. Taxes will be deducted as per government rules.

Note: ITU may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

PURCHASE OFFICER

INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB

6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.

Phone: (042) 111-111-488 (6029)

www.itu.edu.pk, procurement@itu.edu.pk

Tender Document

Tender No. 48832-02052025-01

PROCUREMENT OF GENERATORS

FOR

ITU MAIN CAMPUS BARKI ROAD, LAHORE



INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB

6th Floor, Arfa Software Technology Park,

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+92) (42) 111-111-488 (6029)

www.itu.edu.pk, procurement@itu.edu.pk

Table of Contents

Section-I: Invitation to Bids	5
Section-II: Instructions to Bidders (ITB)	7
2.1. INTRODUCTION.....	7
2.2. THE BIDDING DOCUMENTS	9
2.3. PREPARATION OF BIDS.....	11
2.4. SUBMISSION OF E-BIDS.....	16
2.5. OPENING AND EVALUATION OF E-BIDS.....	17
2.6. AWARD OF CONTRACT.....	23
Section-III: Technical Specifications	27
Section-IV: Bid Data Sheet	29
A. Introduction	29
B. Bidding Documents	29
C. Bid Price, Currency, Language and Country of Origin	29
D. Preparation and Submission of Bids.....	30
E. Opening and Evaluation of Bids	30
F. Bid Evaluation Criteria.....	30
EVALUATION CRITERIA	31
G. Award of Contract	32
Section-V: General Conditions of Contract (GCC)	33
1. DEFINITIONS	33
2. APPLICATION	33
3. COUNTRY OF ORIGIN (where applicable).....	33
4. STANDARDS.....	33
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY	34
6. PATENT RIGHTS.....	34
7. PERFORMANCE GUARANTEE	34
8. INSPECTIONS AND TESTS	35
9. PACKING.....	36
10. DELIVERY AND DOCUMENTS	36
11. INSURANCE [<i>If required and decided by the Procuring Agency</i>]	36
12. TRANSPORTATION	36

13.	INCIDENTAL MATERIAL [If required and decided by the Procuring Agency]	37
14.	SPARE PARTS.....	37
15.	WARRANTY.....	37
16.	PAYMENT.....	38
17.	PRICES.....	38
18.	CHANGE ORDERS	38
19.	CONTRACT AMENDMENTS	39
20.	ASSIGNMENT	39
21.	SUB-CONTRACTS.....	39
22.	DELAYS IN THE SUPPLIER'S PERFORMANCE	39
23.	LIQUIDATED DAMAGES.....	40
24.	TERMINATION FOR DEFAULT	40
25.	FORCE MAJEURE	41
26.	TERMINATION FOR INSOLVENCY.....	42
27.	TERMINATION FOR CONVENIENCE.....	42
28.	RESOLUTION OF DISPUTES	42
29.	GOVERNING LANGUAGE.....	43
30.	APPLICABLE LAW	43
31.	NOTICES	43
32.	TAXES AND DUTIES	43
33.	CONTRACT PERIOD	43
	Section-VI: Special Conditions of Contract (SCC).....	44
1.	DEFINITIONS (GCC CLAUSE 1)	44
2.	COUNTRY OF ORIGIN (GCC Clause 3).....	44
3.	PERFORMANCE GUARANTEE (GCC CLAUSE 7)	44
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8)	44
5.	Packing (GCC Clause 9)	44
6.	DELIVERY AND DOCUMENTS	44
7.	INSURANCE.....	45
8.	INCIDENTAL MATERIALS (GCC CLAUSE 13).....	45
9.	SPARE PARTS.....	45
10.	WARRANTY (GCC Clause 15)	45
11.	PAYMENT (GCC CLAUSE 16)	46
12.	PRICES (GCC CLAUSE 17)	46

13.	LIQUIDATED DAMAGES (GCC CLAUSE 23)	46
14.	RESOLUTION OF DISPUTES (GCC CLAUSE 28).....	47
15.	GOVERNING LANGUAGE (GCC CLAUSE 29)	47
16.	APPLICABLE LAW (GCC CLAUSE 30)	47
17.	NOTICES (GCC CLAUSE 31)	47
	Section-VII: Schedule of Requirements	48
7.1	SCHEDULE OF REQUIREMENTS	48
	DELIVERY SCHEDULE.....	48
	Section-VIII: Sample Forms	49
8.1.	Bid Form.....	49
8.2.	Bidder's JV Members Information Form (If Applicable)	51
8.3.	Bidder Profile Form.....	52
8.4.	General Information Form.....	53
8.5.	Affidavit.....	54
8.6.	Performance Guarantee Form.....	55
8.7.	Technical Bid Form	56
8.8.	Contract Form.....	58
8.9.	Financial Bid Form/Price Schedule	59
8.10.	Bid Security Form.....	60
8.11.	INTEGRITY PACT.....	61
	Section-IX: Check List.....	62

Section-I: Invitation to Bids

BIDDING DOCUMENT FOR THE PROCUREMENT OF GENERATORS FOR ITU MAIN CAMPUS BARKI ROAD, LAHORE

1. E-Bids (Lot wise) are invited from Bidders i.e., firms/companies/sole proprietor/ general order Supplier / Service Providers etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments / Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.). The E-bids shall be received as per **single stage two envelope procedures**.
2. All E-bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause "Bid Security" in favor of "**Information Technology University**". Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, at ITU-Procurement Office, "6th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore", before the last date and time for E-bid Submission.
3. The complete bids as required under this tender document, must be submitted **online on e-Procurement System (EPADS) website i.e.**
4. <https://punjab.eprocure.gov.pk> as per the following schedule:

E-bid Submission Date & Time	19 th May, 2025 @ 03:00 PM
E-bid Opening Date & Time	19 th May, 2025 @ 03:30 PM

5. Bidders are advised to ensure the uploading of Bids on **E-PADS Portal**, well before the submission deadline and not wait for the last date and time to upload the bid. Late E-bids shall not be considered and shall be rejected. Bid submission on E-PADS portal shall entirely be the responsibility of the bidders. ITU shall not be responsible for any issues thereof. For any assistance regarding E-PADS Portal, the bidders may contact on system support email and phone numbers as provided on the website of the authority.
6. Bidding Documents are immediately available after date of publication. Information Technology University will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or uploading of E-bids.
7. Bids shall be publicly opened in the Committee Room of Information Technology University, 6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, on scheduled date and time. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from ITU's website <https://itu.edu.pk/tenders>, and PPRA's website <http://ppra.punjab.gov.pk>.
8. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Items must be received in writing to the Purchaser till **09th May, 2025**. Any query received after said date may not be entertained. All queries shall be

responded to within due time. ITU will host a Q&A session at ITU premises (6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

- 9.** The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender” for making their bids substantially responsive to the requirements of the Bidding Document.
- 10.** It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 11.** It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.
- 12.** The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

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

The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the Procurement of IT Equipment and Furniture as specified in the Section-III (Technical Specifications), Section-IV (Bid Data Sheet (BDS) and Section VII- (Schedule of Requirements). The successful Bidders will be expected to deliver, deploy, install/ commissioning the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

The Procuring Agency named in the Bid Data Sheet has received budget from the Government. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

- i) The Invitation to Bids is open for Prequalified Bidders for Procurement of ITU Equipment and Furniture for ITU Main Campus, Barki Road, Lahore, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax & Sales Tax), and registered on e-Procurement System (EPADS), 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].
- iii) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.
- iv) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or

- d) Have the same legal representative for purposes of this E-bid; or
- e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- 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 or contractor is blacklisted/ debarred by any international organization.
- vi) 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.
- vii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- viii) 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

The Bidder shall bear all costs associated with the preparation and submission of its E-bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring 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.

2.1.7 Work Plan/Deputation Plan

The Bidder shall be responsible for the provision of bids as per **Plan/Deputation** work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

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) Bidder Profile Form
 - (j) General Information Form

- (k) Affidavit
 - (l) Bid Security Form
 - (m) Technical Bid Form
 - (n) Contract Form
 - (o) Financial Bid Form / Price Schedule
 - (p) Performance Guarantee Form
 - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
 - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
 - iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2 Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement or on the eProcurement System (EPADS). The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. The Procuring Agency's response (including an explanation of the query but without identifying) will be uploaded on the e-Procurement System (EPADS) for clarity of bidders.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through eProcurement System (EPADS).
- iii) The Procuring Agency will within **three (03) 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 (07) 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 e-Procurement System (EPADS), 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 by uploading same on the e-Procurement System (EPADS). Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3 Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through e-Procurement System (EPADS), 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) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iii) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g., email that secures record of the content of subject communication.
- iv) 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 said required goods/services etc. etc. to be provided.

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) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the food, event management and catering services of which it proposes to provide under the contract.
- iii) Prices indicated on the Price Schedule shall be for complete Items of relevant Lot.
- 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 E-bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

2.3.4 Bid Currencies

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

2.3.5 Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its E-bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its E-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 E-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 E-bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
 - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6 Documents Establishing Good's Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its E-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 E-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 E-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 required)}.*
- 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 E-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 E-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 attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7 Bid Security

- i) The bid security amount has been calculated and demanded on estimated price as per provision of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) against each Lot as under:

Lot No.	Description	Bid Security (Rs.)
<u>1</u>	Diesel Generators (200kVA)	280,000/-
<u>2</u>	Diesel Generator (300kVA)	220,000/-

- 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 2.3.7(vii).
- iii) E-bids must be accompanied by Bid Security (Earnest Money), in favor of "Information Technology University". Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, at ITU-Procurement Office, "6th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore", before the last date and time for E-bid Submission. The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) **Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD) or Pay Order (PO) valid for thirty (30) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later.**
- iv) Any E-bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as nonresponsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than **thirty (30) days** after the expiration of the period of Bid

validity prescribed by the Procuring Agency 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”.

- vi) 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.
- vii) The Bid security may be forfeited:
 - (a) If a Bidder withdraws its E-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-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8 Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period 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 / through eProcurement System (EPADS)). 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 E-BIDS

2.4.1 Sealing and Marking of Bids

- i) N/A.
(The complete Bids must be submitted online on e-Procurement System (EPADS) website i.e., <https://punjab.eprocure.gov.pk>).

2.4.2 Deadline for Submission of E-bids

- i) E-Bids must be submitted on the e-Procurement System (EPADS) no later than the time and date specified in the Bid Data Sheet. Physical Bids received through courier services or delivered by the bidder, shall not be accepted.
- 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) E-Bids must be submitted on the e-Procurement System (EPADS) no later than the date and time specified in the **BDS**.

2.4.3 Late E-bids

- i) E-Bids will not be accepted on the e-Procurement System (EPADS), after closing time. However, if any E-bid is submitted on the system after closing time due to

some technical glitch in the e-Procurement System (EPADS), in that case bid shall be declared late and rejected.

- ii) The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of E-Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of E-Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4 Modification and Withdrawal of E-bids

- i) 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 no later than the deadline for submission of E-bids.
- ii) No E-bid may be modified after the deadline for submission of E-bids.
- iii) No E-bid may be withdrawn in the interval between the deadline for submission of E-bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a E-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).
- iv) 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.
- v) 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 E-BIDS

2.5.1 Opening of E-bids by the Procuring Agency

- i) The Procuring Agency will open all E-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) E-Bids shall be opened on the e-Procurement System (EPADS) one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each E-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.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open on the e-Procurement System (EPADS) 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 on the e-Procurement System (EPADS) until the specified time of their opening.

- iv) Technical e-bids 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.
- v) Bidders are advised to send in a representative with the knowledge of the content of the e-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 E-Bid.
- vi) No E-Bid will be rejected at the time of Bid opening except for late Bids (if any, submitted on system due to technical glitch), pursuant to **2.4.3 (i)**.
- vii) The Procuring Agency will open all e-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.
- viii) E-Bids shall be opened on the e-Procurement System (EPADS) one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each E-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.
- ix) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open on the e-Procurement System (EPADS) 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 on the e-Procurement System (EPADS) until the specified time of their opening.
- x) Technical E-bids 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.
- xi) Bidders are advised to send in a representative with the knowledge of the content of the E-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 E-Bid.
- xii) No E-Bid will be rejected at the time of Bid opening except for late Bids (if any, submitted on system due to technical glitch), pursuant to **2.4.3 (i)**.
- xiii) 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 late bid, the Bid price if applicable.

- xiv) 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.
- xv) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the e-Procurement System (EPADS).

[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

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of E-bids or award decisions may result in the rejection of its E-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 on e-Procurement System (EPADS).

2.5.3 Clarification of E-Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of e-Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its e-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 e-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 E-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 on the e-Procurement System (EPADS) in electronic forms that provide record of the content of communication.

2.5.4 Preliminary Examination

- i) The Procuring Agency will examine the E-Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, 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, and 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 as follows (if applicable):

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 Bid Form 8.9 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or lot 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 e-Bid, from the Agency 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 on the e-Procurement System (EPADS).
- 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 complaint on the eProcurement System (EPADS), 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 complaint on the e-Procurement System (EPADS), against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his e-Bid may lodge a complaint on the e-Procurement System (EPADS), concerning his grievances **not later than ten (10) 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 five (05) days of announcement of the technical evaluation report**. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining / receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. AWARD OF CONTRACT

2.6.1 Notification of Award

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

2.6.2 Performance Guarantee

- i) The successful Bidder/the Contractor against each Lot shall furnish Performance Security for a sum equivalent to **5%** of the contract value; within **fifteen (15) days from the date of issuance of Notification of Award i.e. Letter of Intent (LOI) / Purchase Order** from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

- ii) Penalty Charges on Late Submission of Performance Security: If the Contractor delays provision of Performance Security **fifteen (15) days** of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond **fifteen (15) days** of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.
- iii) 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 retain the amount equivalent to the percentage of Performance Security from the Contractor's payment, may terminate the Contract and award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new E-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 E-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 **fifteen (15) 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 2.6.1, 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 overall **lowest evaluated bid** against each Lot, 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 E-bids

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all E-bids or proposals (and to annul the E-bidding process) at any time prior to the acceptance of any E-bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the E-bids, if any.
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all E-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 E-bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8 Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders, Service Providers, 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 E-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; 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 will commence as per Section-17A of PPRA, Act, 2009, Rule 21 of PPR-14 and as per the Schedule appended with PPR-14 “**BLACKLISTING MECHANISM OR PROCESS**”.*

- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

Section-III: Technical Specifications

<u>IMPORTED DIESEL GENERATORS</u>			
<u>LOT No.1</u>			
Sr. No.	Description /Specifications	QTY	Quoted/Offered Specifications/ Model
1.	200kVA imported brand (Cummins/Perkins or equivalent) Diesel Generator. Module: Deep See Module UK or equivalent Power: 200kVA Cylinder Block: Cast iron, 6 cylinder Displacement 8.3 L Frequency/Speed 50 Hz / 1500 RPM Canopy: Mechanics Canopy S Along with standard accessories including Sound, Weather Proof Canopy, Battery Rubber Pads, Delivery and Installation at site. Control Cable 2.5mm 7-pair earth 100 Feet 2 Pits 3-inch plate. Mounting Pad with 4 spare filter, original Tool Kit.	02	
<u>LOT No.1</u>			
2.	300kVA imported brand (Cummins/Perkins or equivalent) Diesel Generator. Module: Deep See Module UK or equivalent Power: 300kVA Cylinder Block: Cast iron, 6 cylinder Displacement 14 L Frequency/Speed 50 Hz / 1500 RPM Canopy: Mechanics Canopy S Along with standard accessories including Sound, Weather Proof Canopy, Battery Rubber Pads, Delivery and Installation at site. Control Cable 2.5mm 7-pair earth 100 Feet 2 Pits 3-inch plate. Mounting Pad with 4 spare filter, original Tool Kit.	01	
NOTE:			
i.	Minimum 12 months or 1000 hours of operation (whichever occurs Later) Parts and Labour / Replacement Warranty for all components on site.		
ii.	The bidders are allowed to bid for any or all Lots, separately.		

- iii. Dully filled, signed and stamped technical specifications sheet with Technical Offer/BOQ clearly mentioning quoted Brand/Model, Country of Origin/Manufacturing along with Technical specifications offered.
- iv. The bidder(s) should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period.
- v. In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
- vi. The Contractor will be responsible for deployment, including cabling, civil work, and installation on site.
- vii. All items must be factory fitted & configured. Vendor / Assembler to provide verification of Serial numbers.
- viii. Annexure-A/Specifications are duly made, checked and verified by the concerned Technical Team of ITU.

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: INFORMATION TECHNOLOGY UNIVERSITY The subject of procurement is: <u>PROCUREMENT OF GENERATORS FOR ITU MAIN CAMPUS BARKI ROAD, LAHORE.</u> <u>Period for delivery, installation and commissioning of goods:</u> Within <u>twelve (12) Weeks</u> from the date of issuance of Notification of Award i.e., Letter of Acceptance (LOA)/Purchase Order (PO).
2.	2.1.2	Financial year for the operations of the Procuring Agency: 2024-2025 Name of Project/ Grant (Development or Non-Development): Development & Non-Development. Name of financing institution: ITU - Development & Non-Development.
3.	2.1.3 (v)	Maximum number of members in the joint venture, consortium or association shall be: [N/A] . J.V. form 8.2 should be followed.
B. Bidding Documents		
4.	2.2.2	The address for clarification of Bidding Documents is: 6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan. Email: procurement@itu.edu.pk
5.	2.2.2	Pre-Bid Meeting: Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods / items must be received in writing to the Purchaser till the date specified in EPADS . Any query received after said date may not be entertained. All queries shall be responded to within due time. ITU will host a Q&A session (if necessary) at ITU premises (6 th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.
6.	2.3.9	The number of E-Bid for each Lot to be uploaded on EPADS with original authorized sign and stamp.
C. Bid Price, Currency, Language and Country of Origin		
7.	2.3.1	<i>Language of the Bid:</i> <u>English</u>

8.	2.3.4	The price quoted shall be fixed in PAK RUPEES inclusive of all applicable Taxes/duties, Freight/Transportation, Contingencies and any other cost not mentioned here, on DDP basis.
9.	2.1.4 (ii)	Country of origin: All eligible countries to do business in Pakistan as per the law of Government of Pakistan.
D. Preparation and Submission of Bids		
10.	2.2.2	The complete Bids must be submitted online on eProcurement System (EPADS) website i.e., https://punjab.eprocure.gov.pk
11.	2.4.2	The deadline for E-bid submission is: 19th May, 2025 @ 03:00 PM
12.	2.5.1	Time, date/ Month/ Year, and place for E-bid opening. 19th May, 2025 @ 03:30 PM Information Technology University (ITU) 06 th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.
13.	2.6.2	Amount of Performance Guarantee is: 5% OF THE CONTRACT AMOUNT against each Lot.
14.	2.3.8	Bid validity period after opening of the E-Bid is: The Bid shall have a validity period of one hundred and twenty (120) days from the last date of opening of the E-Bid.
15.	2.3.6	The samples (if demanded) of the items to be provided by the bidders will be evaluated in conjunction with the specifications/requirement given in SECTION – III and approved by the evaluation committee of the procuring agency. The awardee will be required to deliver the items/services as per the approved sample.
E. Opening and Evaluation of Bids		
16.	2.5.1	The E-Bid opening shall take place at: <u>INFORMATION TECHNOLOGY UNIVERSITY (ITU)</u> <u>06th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK, 346-B, FEROZEPUR ROAD, LAHORE, PAKISTAN.</u>
17.	2.5.7	The currency that shall be used for Bid evaluation is: <u>PAK RUPEES.</u>
F. Bid Evaluation Criteria		
18.	2.5.8	Criteria to Bid evaluation is presented below:

EVALUATION CRITERIA		
Category	Description	Requirement
Legal & Technical (Mandatory)	Valid Income Tax (NTN) Registration with Active/Operative status . Registered for last three (03) Years at least;	Mandatory Required
	Valid General Sales Tax Registration with Active/Operative status .	
	Valid Professional Tax Certificate .	
	Bid Security as per the Clause 2.3.7 of this Bidding Document.	
	Have a valid Manufacturer Authorization Letter (MAL) for this specific tender.	
	Must be involved in manufacturing, sales or supply business of similar nature items/equipment for last three (3) years at least (verifiable through relevant Purchase Orders / Contracts/Invoices of successfully completed projects.	
	Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/-:	
	i) the Bidder (Name of the Firm) is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. ii) the Bidder (Name of the Firm) certify that the documents/photocopies provided by the firm with its Bid are authentic . (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) iii) the Bidder (Name of the Firm) comply with Section – III “Technical Specifications”, Section – VII “Schedule of Requirements”, and All terms & conditions , requirements listed anywhere in this Biding Document have been satisfactorily vetted. iv) the Bidder (Name of the Firm) shall Certify to the effect that the rates quoted are not abnormal and are justifiable in comparison of prevailing market rates. v) the Bidder (Name of the Firm) comply that the Bid is valid for one hundred and twenty (120) days after opening of the Bid. vi) the Bidder (Name of the Firm) certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties , from its invoice, as applicable . vii) the Bidder (Name of the Firm) undertakes that it shall provide the Performance Guarantee and sign the formal contract within fifteen (15) days from the date of issuance of Notification of Award i.e. Letter of Intent (LOI)/Purchase Order.	
Note:	- As outlined in the Standard Bidding Documents under clause 2.5 “Opening and Evaluation of E-Bids”, the bidder must ensure that its bids are complete in all aspects, including mandatory documentation (Legal, Technical, Past Experience, and Financial), as incomplete submissions will not be considered. - During the evaluation process, clarifications based on already submitted documentation will be sought to complete the evaluation. New documentation that changes the substance of the bid will not be accepted. - Bidders are strongly encouraged to review their bids carefully and ensure completeness before submission. Failure to do so may result in technical disqualification.	

G. Award of Contract	
2.6.5	Percentage for quantity increase or decrease is: <u>FIFTEEN (15%) PERCENT. However, increase or decrease in quantities beyond 15% will be mutually agreed between the Procuring Agency and the Awardee prior to the Contract.</u>
2.6.2	The Performance Guarantee shall be: <u>5% OF THE CONTRACT AMOUNT</u> against each Lot.
2.6.2	The Performance Security (or guarantee) shall be in the form of: Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD) or Pay Order (PO); Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. <u>Penalty Charges on Late Submission of Performance Security</u> If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

Section-V: General Conditions of Contract (GCC)

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 including food, event management & catering and other such obligations of the Service Provider 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.
- (l) “e-Bid” means electronic bids (separate financial and technical) to be submitted by bidders on e-Procurement System (EPADS).

2. APPLICATION

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

3. COUNTRY OF ORIGIN (where applicable)

3.1 All 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 The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. STANDARDS

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY

- 5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider 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 Service Provider 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 Service Provider's performance under the Contract if so required by the Procuring Agency.
- 5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider 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 The successful Bidder/the Contractor against each Lot shall furnish Performance Security for a sum equivalent to **5%** of the contract value (as specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB); within **fifteen (15) days from the date of issuance of Notification of Award i.e. Letter of Intent (LOI) / Purchase Order** from the Procuring Agency. Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.

Penalty Charges on Late Submission of Performance Security:

If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Intent (LOI) from the Procuring Agency, will be deducted as Penalty Charges. Provided

that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

- 7.2 The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider'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 scheduled 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) **Bank Call-Deposit (CDR), Demand Draft (DD) or Pay Order (PO).**
- 7.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

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 The Contractor shall deliver, deploy, install and configure the ordered good/items **within twelve (12) Weeks** from the date of issuance of Notification of Award i.e., Letter of Acceptance (LOA)/Purchase Order (PO). Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

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

[Further conditions may be incorporated by the Procuring Agency keeping in view the nature of contract, DDP, CIF, C&F, FOR, FOP for example; for a DDP contract the clause may be as follows:]

10.3 For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms.

10.4 Documents to be submitted by the Supplier are specified in SCC.

11. INSURANCE *[If required and decided by the Procuring Agency]*

11.1 The Goods supplied under the Contract shall be delivered **on DDP Destination Basis** under which risk is transferred to the buyer after having been delivered, hence **Insurance** 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 **freight**,

insurance, and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. INCIDENTAL MATERIAL [If required and decided by the Procuring Agency]

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods

14. SPARE PARTS

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

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless

provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2. This warranty shall remain valid as required in **Section – III “Technical Specifications”** 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 as required in **Section – III “Technical Specifications”** 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 Service Provider 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 the Services provided, and by documents submitted 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 both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within **thirty (30) days** from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed **15% of the contract cost** and no provisions of PPR-14 should be violated.

19. CONTRACT AMENDMENTS

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. ASSIGNMENT

20.1 The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. SUB-CONTRACTS

21.1 The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 20.

22. DELAYS IN THE SUPPLIER'S PERFORMANCE

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation

and may at its discretion extend the Supplier's-time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. LIQUIDATED DAMAGES

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. TERMINATION FOR DEFAULT

- 24.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the service 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 Service Provider 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 Section-2 (d) of PPRA, Act, 2009.

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

any public official in the course of the exercise of his duty; it may include any of the following:

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

24.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning “Force Majeure” may be decided through means given herein below.

26. TERMINATION FOR INSOLVENCY

26.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

27. TERMINATION FOR CONVENIENCE

27.1 The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Services 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, Services and for materials and parts previously procured by the Service Provider.

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.

33. CONTRACT PERIOD

33.1 The Contract duration shall be for the period of 12 months or 1000 hours of operations (whichever occurs Later), starting from the date of issuance of Notification of Award, till the delivery, installation & commissioning of all Goods/Services or end of warranty / support period, whichever is later.

Section-VI: Special Conditions of Contract (SCC)

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: **INFORMATION TECHNOLOGY UNIVERSITY**

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

GCC 1.1 (i)—The Supplier is: **AWARDEE**

2. COUNTRY OF ORIGIN (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents].

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 AMOUNT.**

GCC 7.4—the Performance Guarantee shall be retained to cover the Supplier's warranty obligations or defect liability period under Clause GCC 15.2.

Performance Guarantee must have a minimum validity period until the expiry date of the warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time.

The Contractor shall extend the validity period of the performance security for such period(s) as the contract performance may be extended.

4. INSPECTIONS AND TESTS (GCC CLAUSE 8)

GCC 8.6—Inspection and tests before shipment of Goods and at final acceptance.

5. Packing (GCC Clause 9)

GCC 9.2—[This SCC shall supplement GCC Clause 9.2, exact details of the requisite packages be provided.

6. DELIVERY AND DOCUMENTS

(GCC Clause 10) [The format of the contract is to be decided by the Procuring Agency, however, DDP provisions are as follows]

(DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency of the full details of the shipment, including the 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 the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturers 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 Clause 11) [where applicable]

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 MATERIALS (GCC CLAUSE 13)**

GCC 13.1—Incidental materials to be provided are:

[Selected material covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price].

9. **SPARE PARTS**

(GCC Clause 14) [where applicable].

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (06) months of placing the order and opening the letter of credit.

10. **WARRANTY (GCC Clause 15)**

GCC 15.2—In partial modification of the provisions, the warranty period shall be **as required in Section - III "Technical Specifications"** from the date of acceptance/satisfactory installation of the Goods **or as required in Section - III "Technical Specifications"** from the date of shipment (if applicable), whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

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

or

- (b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be **(one-half (0.5) percent of the Contract price per week)**.

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

- (i) Free, on-site repair / replacement of defective / damaged parts and labor, within **one (01) week** of intimation in Lahore and **two (02) weeks** outside Lahore. (Or as per the warranty required in Section – III “Technical Specifications”)
- (ii) On site Replacement of such defective / damaged Goods will be provided, if repair of such Goods involves a duration exceeding **one (01) week** for Lahore and **two (02) weeks** outside Lahore. (Or as per the warranty required in Section – III “Technical Specifications”).

11. PAYMENT (GCC CLAUSE 16)

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

- (a) The Contractor shall provide all necessary supporting documents along with invoice. Payment will be made after delivery, installation & commissioning, and acceptance of delivered Goods by the Purchaser, and after confirmation/verification of warranty and support services by the Purchaser, from the Principal/OEM, as applicable. The Contractor must provide e-contact details of the Principal / OEM or verifiable link to confirm catalog/part numbers, warranty, subscription & support services, as applicable.
- (b) Payment for the items delivered and the services provided, whereby the unit of measurement is in numbers, square feet, etc. the payment shall be made as per actual.
- (c) Partial payment against partial delivery, installation & commissioning, and acceptance of Goods under the Contract, may be allowed at the discretion of the Purchaser, as the case may be, but after confirmation/verification of warranty and support services by the Purchaser, from the Principal/OEM, as applicable.
- (d) The Purchaser shall pay the amount verified within **thirty (30) days**. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done by the Contractor, as per Government policy, in Pak Rupees, through cross cheque.

12. PRICES (GCC CLAUSE 17)

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

13. LIQUIDATED DAMAGES (GCC CLAUSE 23)

GCC 23.1—Applicable rate: **one-half (0.5) percent** of the Contract Price **per week**. **Maximum deduction: ten (10) percent of the Contract Price**.

14. 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 Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

15. GOVERNING LANGUAGE (GCC CLAUSE 29)

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

16. 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).

17. NOTICES (GCC CLAUSE 31)

GCC 31.1—Procuring Agency's address for notice purposes: **PROCURING AGENCY ADDRESS**

—Supplier's address for notice purposes: **AWARDEE's ADDRESS.**

Section-VII: Schedule of Requirements

7.1 SCHEDULE OF REQUIREMENTS

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

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

DELIVERY SCHEDULE

Lot #	Items Description	Delivery Schedule (Days)
1	Diesel Generators (200kVA)	The Contractor shall deliver, deploy, install and configure the ordered good/equipment <u>within twelve (12) Weeks</u> from the date of issuance of Notification of Award i.e., Letter of Intent (LOI)/Purchase Order (PO).
2	Diesel Generator (300kVA)	

Section-VIII: Sample Forms

8.1. Bid Form

(For each Lot Separately)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with the Technical Bid, in case of Single Stage Two Envelope Procedure.*

Date: _____

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

Gentlemen and/or Ladies:

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 *[description of goods and services]* in conformity with the said Bidding documents.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is:

- a) Original Bid Form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) All the forms relevant to the Technical and Financial Bids (clearly indicated on each form)
- c) Original of Bid Security instrument
- d) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- e) Any other document required by the procuring agency not inconsistent with PPR14.

[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) Original Bid Form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original of Bid Security instrument
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

- a) Price Schedule / Financial Form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- b) Original Bid Security Form along with Copy of Bid Security instrument.
- c) *Any other document required by the procuring agency not inconsistent with PPR-14.*

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

Name and address of service provider	Amount and Currency
--------------------------------------	---------------------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2. Bidder's JV Members Information Form (If Applicable)

(For each Lot Separately)

- *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]*

Bidding Document No.: *[insert]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> • 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. Bidder Profile Form

(For each Lot Separately)

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Technical Bid

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
	Address:
	Office Telephone Number:
	Fax Number:
3.	Contact Person:
	Name:
	Personal Telephone Number:
	Email Address:
4.	Local office if any:
	Address:
	Office Telephone Number:
	Fax Number:
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Return (Last 03 years) – or as required in the evaluation criteria.

Yes	No
-----	----

b) Details of Experience (Last 03 Years) – or as required in the evaluation criteria

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

c) Staff Detail and last month Payroll – If required in the evaluation criteria

Yes	No
-----	----

8.4. General Information Form

(For each Lot Separately)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Technical Bid.*

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

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

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

8.5. Affidavit

(For each Lot Separately)

- *To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner or on the Official Letter-head.*
- *To be attached with Technical Bid*

Name: _____ (Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the [name of Procuring Agency] of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the [name of Procuring Agency]. The undersigned further affirms on behalf of the firm that:

- i) the Bidder (Name of the Firm) **is not blacklisted** by any of **Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization** anywhere in Pakistan.
- ii) the Bidder (Name of the Firm) certify that the **documents/photocopies provided** by the firm with its Bid are **authentic**. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.)
- iii) the Bidder (Name of the Firm) comply with **Section – III “Technical Specifications”, Section – VII “Schedule of Requirements”, and All terms & conditions**, requirements listed anywhere in this Biding Document have been satisfactorily vetted.
- iv) the Bidder (Name of the Firm) shall Certify to the effect that the **rates quoted are not abnormal and are justifiable** in comparison of prevailing market rates.
- v) the Bidder (Name of the Firm) comply that the **Bid is valid for one hundred and twenty (120) days** after opening of the Bid.
- vi) the Bidder (Name of the Firm) certifies that if awarded the contract, the procuring agency may **deduct all the relevant taxes and duties**, from its invoice, **as applicable**.
- vii) the Bidder (Name of the Firm) undertakes that it shall provide the **Performance Guarantee** and **sign the formal contract** within **fifteen (15) days** from the date of issuance of Notification of Award i.e. Letter of Intent (LOI)/Purchase Order.

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

Signed by an authorized Officer of the company

Title of Officer: _____ Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

(For each Lot Separately)

To,

[name and address of the Procuring Agency]

WHEREAS (Name _____ of _____ the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROCUREMENT OF _____"** procurement of the following:

1. **[Please insert details].**

(Here in after called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.7. Technical Bid Form

(For each Lot Separately)

Instructions for Bidders on Technical Compliance Table (Technical Bid):

1. Fill out the table completely:

- a) Enter the parameters of your offered goods/services against the required parameters from the technical specifications provided below.
- b) For compliance, mark "Yes" if the offered parameters meet or exceed the required specifications; otherwise, mark "No."

2. Provide references:

- a) Indicate the relevant page number in your bid where supporting documents can be found.
- b) Include any online references (e.g., product datasheets, official documentation links) and specify the relevant page number for easy verification.

3. Ensure accuracy and completeness:

- a) Incomplete responses, failure to provide references, or discrepancies in compliance may lead to disqualification.

4. Format and submission:

- a) Submit the table as part of your Technical Proposal in the specified format.
- b) Use additional rows as required to address all parameters.

Technical Compliance Table Template (For Bid Form – Technical Bid)					
(Description/Title)					
Sr. No.	Required Parameters (from Technical Specifications)	Offered Parameters (by Bidder)	Compliance (Yes/No)	Reference Page Number in the Bid	Online Reference Link or Datasheet with Page Number in the Bid
1	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]
2	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]

Stamp & Signature of Bidder _____

Technical Bid Form					
(Description/Title)					
Sr. No.	Item Name	Brand name with Country of Origin	Make & Model	Qty.	Offered Parameters (Specification/Dimensions)
1					
2					
3					
4					

Note:

- Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.
- Optional Bid/Quote is not allowed. The bidders must comply with the requirements mentioned in SECTION – III and submit their bid accordingly against each item.
- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Technical Bid.

Stamp & Signature of Bidder _____

8.8. Contract Form

(For each Lot Separately)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the Supplier)

8.9. Financial Bid Form/Price Schedule

(For each Lot Separately)

- *Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.*
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Financial Bid.*

(Description/Title)					
Sr. No.	Item Name	Description/ Specifications	Unit price (inclusive of all taxes & duties etc.)	Qty.	Total price (inclusive of all applicable taxes & duties etc.)
TOTAL BID PRICE					

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.
- A bid not compliant to the taxes (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.
- Price for the Optional Items (where required), should be quoted separately in the Financial Proposal.
- 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 overall lowest evaluated bid.

Stamp & Signature of Bidder _____

8.10. Bid Security Form

(For each Lot Separately)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *Copy of the Bid security instrument must be submitted with the financial proposal,*
- **Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the Bid Submission deadline at:**

**Procurement Office, 6th Floor, Arfa Software Technology Park, 346-B,
Ferozpur Road, Lahore.**

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

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

THE CONDITIONS of this obligation are:

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

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

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

[Signature]

8.11. INTEGRITY PACT

(For each Lot Separately)

- **To be signed by the awardee**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of the Punjab (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:

Signature:

[Seal]

Name of Contractor:

Signature:

[Seal]

Section-IX: Check List

(For each Lot Separately)

- The provision of this checklist is essential prerequisite along with submission of Bid.
- Please fill **(YES, NO, N/A)** or “**Check Mark**” the relevant columns, and attach this Checklist on top of the Technical Proposal.

Sr. No.	Description/Documents	Technical Proposal	Financial Proposal
1	Joint Venture (JV) Agreement and Bidder s JV Member information as per form 8.2 (if applicable)		
2	Original Bid Security Instrument (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order).		
3	Original Bid form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
4	Bidder Information Form (as per form 8.3 of Bidding documents) on letter head of the firm, duly signed and stamped.		
5	General Information Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
6	Copy of Income Tax (NTN) Registration with Active/Operative status .		
7	Copy of General Sales Tax Registration with Active/Operative status .		
8	Copy of valid Professional Tax Certificate .		
9	Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/.		
10	Technical Bid Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	Authorization Documents/Certificates/Licenses etc. as per the Evaluation Criteria (if required)		
12	Relevant Past Experience Documents , as per the Evaluation Criteria (if required), on letter head of the firm, duly signed and stamped.		
13	All required samples (if demanded) have been submitted to <i>[name of the Procuring Agency/Department/Team]</i> or attached with the Technical Proposal.		
14	Financial Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	Bid Security Form (as per form 8.10 of Bidding documents)		
16	Copy of Bid Security Instrument (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order).		

Stamp & Signature of Bidder _____