Tender Document

Tender No. 48879-04112026-01

PROCUREMENT OF DRINKING WATER FOR INFORMATION TECHNOLOGY UNIVERSITY UNDER FRAMEWORK CONTRACT

INFORMATION TECHNOLOGY UNIVERSITY

4-KM, Main Barki Road, Lahore.

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

Phone: (+92) (42) 111-111-488 (6029-30)

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

Table of Contents

Section-I: Invitation to Bids 4
Section-II: Instructions to Bidders (ITB) 6
2.1. INTRODUCTION 6
2.2. THE BIDDING DOCUMENTS 8
2.3. PREPARATION OF BIDS 10
2.4. SUBMISSION OF E-BIDS 14
2.5. OPENING AND EVALUATION OF E-BIDS 15
2.6. AWARD OF CONTRACT 21
Section-III: Detailed Requirement/Technical Specifications 24
3.1. TECHNICAL SPECIFICATIONS 24
Section-IV: Bid Data Sheet 26
A. Introduction 26
B. Bidding Documents 26
C. Bid Price, Currency, Language and Country of Origin 27
D. Preparation and Submission of Bids 27
E. Opening and Evaluation of Bids 27
F. Bid Evaluation Criteria 27
BID EVALUATION CRITERIA 28
G. Award of Contract 29
Section-V: General Conditions of Contract (GCC) 30
1. DEFINITIONS 30
2. APPLICATION 30
3. COUNTRY OF ORIGIN (where applicable) 30
4. STANDARDS 30
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY 31
6. PERFORMANCE GUARANTEE 31
7. INCIDENTAL MATERIAL [If required and decided by the Procuring Agency] 31
8. PAYMENT 31
9. PRICES 31
10. CHANGE ORDERS 32
11. CONTRACT AMENDMENTS 32
12. ASSIGNMENT 32
13. SUB-CONTRACTS 32
14. DELAYS IN THE CONTRACTOR'S PERFORMANCE 32
15. LIQUIDATED DAMAGES 33
16. TERMINATION FOR DEFAULT 33
17. FORCE MAJEURE 34
18. TERMINATION FOR INSOLVENCY 35
19. TERMINATION FOR CONVENIENCE 35
20. RESOLUTION OF DISPUTES 35
21. GOVERNING LANGUAGE 36
22. APPLICABLE LAW 36

23. NOTICES 36
24. TAXES AND DUTIES 36
25. FRAMEWORK CONTRACT DURATION 36
Section-VI: Special Conditions of Contract (SCC) 37
1. DEFINITIONS (GCC CLAUSE 1) 37
2. PERFORMANCE GUARANTEE (GCC CLAUSE 6) 37
3. INCIDENTAL MATERIALS (GCC CLAUSE 7) 37
4. PAYMENT (GCC CLAUSE 8) 37
5. PRICES (GCC CLAUSE 9) 38
6. LIQUIDATED DAMAGES (GCC CLAUSE 15) 38
7. RESOLUTION OF DISPUTES (GCC CLAUSE 20) 38
8. GOVERNING LANGUAGE (GCC CLAUSE 21) 38
9. APPLICABLE LAW (GCC CLAUSE 22) 38
10. NOTICES (GCC CLAUSE 23) 38
Section-VII: Schedule of Requirements 39
7.1 SCHEDULE OF REQUIREMENTS 39
DELIVERY SCHEDULE 39
Section-VIII: Sample Forms 40
8.1. Bid Form 40
8.2. Bidder's JV Members Information Form (If Applicable) 42
8.3. Bidder Profile Form 43
8.4. General Information Form 44
8.5. Affidavit 45
8.6. Performance Guarantee Form 46
8.7. Bid Form 47
8.8. Contract Form 48
8.9. Price Schedule 49
8.10. Bid Security Form 50
8.11. INTEGRITY PACT 51
Section-IX: Check List 52

Section-I: Invitation to Bids

BIDDING DOCUMENT FOR THE PROCUREMENT OF DRINKING WATER FOR INFORMATION TECHNOLOGY UNIVERSITY UNDER FRAMEWORK CONTRACT

1. E-bids are invited from Bidders i.e., Internet Service Providers (ISPs). engaged in Provision of Internet Services, 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 one 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**". Bid Security must be submitted / transferred online as per the procedure established in **Punjab e-Procurement System**, 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 Punjab e-Procurement System website i.e. https://ep.punjab.gov.pk** as per the following schedule**.**

E-bid Submission Date & Time	**19th November, 2026 @ 03:00 PM**
E-bid Opening Date & Time	**19th November, 2026 @ 03:30 PM**

4. Bidders are advised to ensure the uploading of Bids on **Punjab e-Procurement System**, 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 Punjab e-Procurement System shall entirely be the responsibility of the bidders. ITU shall not be responsible for any issues thereof. For any assistance regarding Punjab e-Procurement System, the bidders may contact on system support email and phone numbers as provided on the website of the authority.

5. 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.

6. 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..

7. For electronic bids submission, bidders are requested to register at www.ep.punjab.gov.pk. For any queries regarding registration on Punjab e-Procurement Systems please contact at helpline # 1248.

8. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Items/Services must be received in writing to the Purchaser till the date

and time specified on Punjab e-Procurement System. 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 Rules2014, 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 Drinking Water** as specified in the **Section-III (Technical Specifications)**, **Section-IV (Bid Data Sheet (BDS)** and **Section VII- (Schedule of Requirements)**. All items/goods/services to be supplied under the Contract shall have as their country of origin with whom the Islamic Republic of Pakistan has Commercial relations. The term "country of origin" means the Country where the services have been produced manufactured or processed. The successful bidder will be expected to deliver and deploy the item/goods/services 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 all bidders for the Procurement of Drinking Water, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax & Sales Tax), and registered on **Punjab e-Procurement System (eP)**, 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/services to be purchased under this Invitation to Bids [if applicable].

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

iv) Joint venture / consortium are not eligible for this tender.

v) Bidders shall not be under a declaration of blacklisting by the Procuring Agency. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be declared 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 goods/services 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

vi) A Bidder may be ineligible if:

(a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;

(b) payments in 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.

vii) Bidders shall provide the evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

viii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

ix) 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 delivered 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 Punjab e-Procurement System. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than the time mentioned in the system, 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 Punjab e-Procurement System for clarity of bidders.

ii) 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.

iii) Copies of the Procuring Agency's response will be uploaded on Punjab e-Procurement System, including a description of the inquiry, but without identifying its source.

iv) 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.

v) 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.

vi) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders by uploading same on the Punjab e-Procurement System. 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 Punjab e-Procurement System, 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. to be provided.

2.3.3 Bid Prices

i) The Bidder shall indicate on form 8.9 the unit prices (where applicable) and total Bid price of the goods/services it proposes to deliver under the contract.

ii) The Bidder shall indicate on form 8.9 the unit prices (where applicable) and total Bid price of the goods/services of which it proposes to provide under the contract.

iii) Prices indicated on the Price Schedule shall be for compete scope of work.

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. An 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), as part of its E-bid, amounting **Rs.85,000/-**:

ii) denominated in Pak Rupees;

iii) 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". Bid Security must be **submitted / transferred online** as per the procedure established in "**Punjab e-Procurement System**", before the last date and time for E-bid Submission.

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 and as per the procedure established in Punjab e-Procurement System.

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 shall 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 **Punjab e-Procurement System**). 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 bid as indicated in the Bid Data Sheet.

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) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

iv) The original 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.

v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

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

2.4. SUBMISSION OF E-BIDS

2.4.1 Sealing and Marking of Bids

i) N/A.
(The complete Bids must be submitted online on **Punjab e-Procurement System** website i.e., https://ep.punjab.gov.pk).

2.4.2 Deadline for Submission of E-bids

i) E-bids must be submitted on the **Punjab e-Procurement System** 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.

2.4.3 Late E-bids

i) E-Bids will not be accepted on the **Punjab e-Procurement System** after closing time. However, if any E-bid is submitted on the system after closing time due to some technical glitch in the **Punjab e-Procurement System**, 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 **Punjab e-Procurement System** 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 **Punjab e-Procurement System** 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 **Punjab e-Procurement System** 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 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.

viii) 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.

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

[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 **Punjab e-Procurement System**.

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 **Punjab e-Procurement System** 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 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 **Punjab e-Procurement System**.

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 **Punjab e-Procurement System**, 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 **Punjab e-Procurement System**, 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 **Punjab e-Procurement System**, concerning his grievances **not later than ten (10) days after the announcement of the Final evaluation reports**.

v) After the issuance of the final evaluation report, 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 **Punjab e-Procurement System** that its E-Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) 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) Not required.

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**, 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.

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

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

(a) Certain volume and quantity of the goods as prescribed in Bid Data Sheet.

(b) The Bidder have to maintain the rates of the goods for the whole financial year.

(c) The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III: Detailed Requirement/Technical Specifications

3.1. TECHNICAL SPECIFICATIONS

Note: Any brand names / model mentioned in the technical specifications of goods / services being solicited through this bidding document, are for reference only and the bidders may quote the any brand / model with equivalent specifications.

DRINKING WATER				
Sr. No.	**Items Name**	**Required Standard / Quality**	**Specifications**	**Estimated Yearly Qty.**
1.	**Drinking Water**	As per specifications of Pakistan Standards and Quality Control Authority (PSQCA)	• 18.9 - 19 Liter Plastic Bottle • Provision of minimum 20 Brand New Water Dispensers	**9,000 (Bottles)**
2.	**Water Bottle Pet (12 Bottles) 500ml**	As per specifications of Pakistan Standards and Quality Control Authority (PSQCA)	• Each Pet of 12 Bottles 500ml	**250 (Pet)**

NOTE:

i. The drinking water must be supplied in **minimum 18.9-liter approved food-grade sterilized bottles**, ensuring that it does not cause any undesirable change in taste, color, or quality.

ii. The Purchaser (ITU) reserves the right to have the water samples tested from the **PCSIR laboratory** to verify quality, both **prior to the award of the Contract and at any time during the contract period**. The **cost of such testing shall be borne by the bidder/Contractor**.

iii. The successful bidder shall provide a minimum of **seventy (70) water bottles**, each having a capacity of 18.9 - 19 liters, without charging any security deposit. The bidder shall ensure that all bottles remain clean, neat, and in good condition throughout the contract period. Any bottle found to be damaged, unclean, or otherwise in an unsatisfactory condition by the Client shall be rejected and replaced by the bidder.

iv. The successful bidder shall provide a **minimum of twenty (20) Hot & Cold water dispensers (brand new)**, **without any security deposit**, immediately after signing of the Contract.

v. All **dispensers** shall be maintained in **perfect working condition** and shall comply with all applicable **electrical and safety requirements**. In the event that any dispenser becomes faulty or non-functional during the contract period, the Contractor shall be responsible for its repair or replacement, as applicable, within **48 hours** of being intimated by the Client.

vi. The bottles and dispensers provided by the Contractor shall **remain the property of the Contractor**. Upon cancellation or expiry of the Contract, all bottles and dispensers shall be returned to the Contractor by the Purchaser.

vii. The Contractor shall be responsible for conducting **visits** at least **once every two (02) months** for the inspection, repair, and maintenance of the water dispensers, without any additional charges.

viii. The Contractor shall be responsible for the **supply of drinking water bottles** to both delivery points, i.e., the **6th Floor, Arfa Software Technology Park, Lahore,** and **ITU Main Campus, 4-KM, Barki Road**, **Lahore,** as specified by the Client at the time of delivery.

ix. The bidder must provide details about its supply chain mechanism as a **minimum of three (3) days in a week** for delivery or as specified by the Client within the Contract period.

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: **PROCUREMENT OF DRINKING WATER FOR INFORMATION TECHNOLOGY UNIVERSITY UNDER FRAMEWORK CONTRACT.** **Commencement date for delivery of Goods/Services:** The Contractor shall start to deliver drinking water within **seven (7) days** from the date of issuance of Letter of Acceptance.
2.	**2.1.2**	**Financial year for the operations of the Procuring Agency:** 2026-2027 **Name of Project/ Grant (Development or Non-Development):** ITU Non-Development. **Name of financing institution:** ITU Non-Development. **Name and identification number of the Contract:** N/A
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. **(NOT APPLICABLE)**
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:** will not be held. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods /Services must be received in writing to the Purchaser till the date specified in **Punjab e-Procurement System**. 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 (6th 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 to be uploaded on **Punjab e-Procurement System** with original authorized sign and stamp.

C. Bid Price, Currency, Language and Country of Origin		
7.	**2.3.1**	*Language of the Bid:* **English**
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 Punjab e-Procurement System website i.e., https://ep.punjab.gov.pk**
11.	**2.4.2**	The deadline for E-bid submission is: **19th November, 2026 @ 03:00 PM**
12.	**2.5.1**	Time, date/ Month/ Year, and place for E-bid opening. **19th November, 2026 @ 03:30 PM** **Information Technology University (ITU)** 06th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.
13.	**2.6.2**	**Amount of Performance Guarantee is: Not required.**
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: **Information Technology University (ITU)** 06th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.
17.	**2.5.7**	The currency that shall be used for Bid evaluation is: ***PAK RUPEES***.
F. Bid Evaluation Criteria		
18.	**2.5.8**	Criteria to Bid evaluation is presented below:

BID EVALUATION CRITERIA		
Category	**Description**	**Requirement**
Legal & Technical (Mandatory)	Valid **Income Tax (NTN)** Registration with **Active/Operative status.**	**Mandatory Required**
	Valid **Sales Tax** Registration with **Active/Operative status**.	
	Valid **Professional Tax Certificate.**	
	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 the **procuring agency** and **PPRA**. 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**.	
	Bid Security as per the **Clause 2.3.7** of this Bidding Document**.**	
	The Bidder must have a Valid License/Certificate issued by the **Pakistan Standards and Quality Control Authority (PSQCA)** and the **Punjab Food Authority (PFA)** for sale and supply of Bottled Drinking Water.	
	Bidder shall provide **latest water test report** from **PCSIR laboratories** not older than **12 months** from bid submission date.	
	Relevant Experience Minimum relevant experience (supply of drinking water) for last **three (3) years** required. Verifiable through relevant Purchase Orders / Contracts/Invoices of successfully completed projects.	

G. Award of Contract	
2.6.5	Percentage for quantity increase or decrease is: 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.
2.6.2	The Performance Guarantee shall be: Not required.

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 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 **Punjab e-Procurement System (eP)**.

2. APPLICATION

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

3. COUNTRY OF ORIGIN (where applicable)

3.1 All Goods/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 Goods/Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. STANDARDS

4.1. The goods/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 Contractor 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 Contractor 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 Contractor 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 Contractor's performance under the Contract if so required by the Procuring Agency.

5.4 The Contractor shall permit the Procuring Agency to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the donors, if so required by the donors.

6. PERFORMANCE GUARANTEE

6.1 Not required.

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

7.1. The Contractor may be required to provide any of the incidental material if any, specified in SCC**.**

8. PAYMENT

8.1 The method and conditions of payment to be made to the Contractor under this Contract shall be specified in SCC.

8.2 The Contractor's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Goods delivered and Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3 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 Contractor, provided the work is satisfactory.

8.4 The currency of payment is ***PAK RUPEES***.

9. PRICES

9.1 Prices charged by the Contractor for the Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Bid, with the exception of any price adjustments authorized in SCC [mechanism and formula to be decided by the procuring agency].

10. CHANGE ORDERS

10.1 The Procuring Agency may at any time, by a written order given to the Contractor pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.

10.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor'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 Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor'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.

11. CONTRACT AMENDMENTS

11.1 Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. ASSIGNMENT

12.1 The Contractor 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.

13. SUB-CONTRACTS

13.1 The Contractor 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 Contractor from any liability or obligation under the Contract.

13.2 Subcontracts must comply with the provisions of GCC Clause 12.

14. DELAYS IN THE CONTRACTOR'S PERFORMANCE

14.1 Performance of Services shall be made by the Contractor in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

14.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Contractor 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 Contractor's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Contractor's–time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3 Except as provided under GCC Clause-17, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages.

15. LIQUIDATED DAMAGES

15.1 Subject to GCC Clause 17, if the Contractor fails to provide the Goods/Services as per requirement/ 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 16 along with other remedies available under PPR-14.

16. TERMINATION FOR DEFAULT

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

(a) if the Contractor 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 14;

(b) if the Contractor fails to perform any other obligation(s) under the Contract; or

(c) if the Contractor, 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.

16.2 In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods/Services similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar Goods/Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

17. FORCE MAJEURE

17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Contractor 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.

17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor'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 Contractor, may agree to exclude certain widespread conditions e.g. epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

17.3 If a Force Majeure situation arises, the Contractor 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 Contractor 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.

18. TERMINATION FOR INSOLVENCY

18.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Contractor. If the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, 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.

19. TERMINATION FOR CONVENIENCE

19.1 The Procuring Agency, by written notice sent to the Contractor, 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 Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

19.2 The Goods/Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Contractor's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods/Services, 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 Contractor an agreed amount for partially completed Services and for materials and parts previously procured by the Contractor.

20. RESOLUTION OF DISPUTES

20.1 After signing the contract or issuance of purchase order, The Procuring Agency and the Contractor 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.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor 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.

21. GOVERNING LANGUAGE

21.1 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.

22. APPLICABLE LAW

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

23. NOTICES

23.1 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.

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

24. TAXES AND DUTIES

24.1 The Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods and 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.

24.2 The Contractor shall maintain ACTIVE taxpayer status with Federal Board of Revenue / Punjab Revenue Authority (as and when required) throughout the contract period.

25. FRAMEWORK CONTRACT DURATION

25.1 The duration of framework contract shall be for the period of **one (1) year** starting from the date of issuance of Notification of Award i.e. Letter of Acceptance/Purchase Order. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for a further period of **two (02) years on yearly basis,** at the same rate & TORs, with the mutual agreement of the Procuring Agency and the Contractor. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

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. PERFORMANCE GUARANTEE (GCC CLAUSE 6)

GCC 6.1— Not required.

3. INCIDENTAL MATERIALS (GCC CLAUSE 7)

GCC 7.1—Incidental materials to be provided are:

[Selected material covered under GCC Clause 7 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Contractor *shall be included in the Contract Price].*

4. PAYMENT (GCC CLAUSE 8)

GCC 8.1—The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

Payment for Items delivered and Services provided: A*s per Rule-62 of PPR-14]*:

(a) The Contractor shall provide all necessary supporting documents along with invoice. Payment will be made after delivery, and acceptance of delivered Goods by the Purchaser.

(b) The Contractor shall submit his Invoice in Pakistani Rupees (PKR) for the preceding month to the Purchaser. Any penalty levied by the Client shall be deducted by the Purchaser from the Contractor's Invoiced amount. Payment to the Contractor will be made on monthly basis.

(c) 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.

(d) The Purchaser shall get verified the details of Goods/Items/Services delivered against the Invoice and Payment shall be made as per actual for the Goods/Items/Services delivered and after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance/Purchase Order.

(e) The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. 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.

5. PRICES (GCC CLAUSE 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted.

6. LIQUIDATED DAMAGES (GCC CLAUSE 15)

GCC 15.1—Applicable rate: In case of delay in supply of ordered items/goods/services, **0.25%** of contract amount per day will be charged as liquidity damage and maximum up to **10%** of contract amount**.**

7. RESOLUTION OF DISPUTES (GCC CLAUSE 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Contractor, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

8. GOVERNING LANGUAGE (GCC CLAUSE 21)

GCC 21.1—The Governing Language shall be: **ENGLISH**

9. APPLICABLE LAW (GCC CLAUSE 22)

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

10. NOTICES (GCC CLAUSE 23)

GCC 23.1—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

Sr. No.	Description	Estimated Yearly Qty.	Delivery Schedule (Days)
1.	**Drinking Water** • 18.9 - 19 Liter Plastic Bottle • Provision of minimum 20 Brand New Water Dispensers	**9000 (Bottles)**	The Contractor shall start to deliver drinking water **within seven (7) days** from the date of issuance of Letter of Acceptance.
2.	**Water Bottle Pet (12 Bottles) 500ml**	**250 (Pet)**	

Section-VIII: Sample Forms

8.1. Bid Form

- *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%** percent 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)

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

8.3. Bidder Profile Form

- *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

- *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

- *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 the **procuring agency** and **PPRA**.
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.

[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

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 **"PROVISION 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. Bid Form

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

Sr. No.	Description	Quantity	Offered Compliance to Section – III & Section – VII
1.	**Drinking Water** • 18.9 - 19 Liter Plastic Bottle • Provision of minimum 20 Brand New Water Dispensers	**9000 (Bottles)**	
2.	**Water Bottle Pet (12 Bottles) 500ml**	**250 (Pet)**	

Stamp & Signature of Bidder _____

8.8. Contract Form

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. Price Schedule

- *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.*

Sr. No.	Item Name	Description	Unit price (incl. of all taxes & duties etc.)	Quantity	Total price (incl. of all applicable taxes & duties etc.)
1.	**Drinking Water**	• 18.9 - 19 Liter Plastic Bottle • Provision of minimum 20 Brand New Water Dispensers		**9000 (Bottles)**	
2.	**Water Bottle Pet**	**Water Bottle Pet (12 Bottles) 500ml**		**250 (Pet)**	
				TOTAL	

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:

(i) 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).

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

(iii) A bid not compliant to the taxes (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.

(iv) Price for the Optional Items (where required), should be quoted separately in the Financial Proposal.

(v) 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 for the complete Lot.

Stamp & Signature of Bidder _____

8.10. Bid Security Form

- *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, Ferozepur 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

- **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 time 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: ……	Name of Contractor: ……
Signature: ……..	Signature: ……
[Seal]	[Seal]

Section-IX: Check List

- 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	Attachments (Y/N)
1	**Original Bid form** (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.	
2	**Bidder Information Form** (as per **form 8.3** of Bidding documents) on letter head of the firm, duly signed and stamped.	
3	**General Information Form** (as per **form 8.4** of Bidding documents) on letter head of the firm, duly signed and stamped.	
4	Copy of **Income Tax (NTN)** Registration with **Active/Operative status.**	
5	Copy of **Sales Tax** Registration with **Active/Operative status**.	
6	Copy of valid **Professional Tax Certificate.**	
7	**Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/.**	
8	**Bid Form** (as per **form 8.7** of Bidding documents) on letter head of the firm, duly signed and stamped.	
9	**The latest Test Reports / Certificates,** as required in the Bid Evaluation Criteria, duly signed and stamped.	
10	**Relevant Past Experience Documents**, as required in the Bid Evaluation Criteria, duly signed and stamped.	
11	**All required samples (if demanded)** have been submitted to *[name of the Procuring Agency/Department/Team] or attached with the Technical Proposal.*	
12	**Price Schedule** (as per **form 8.9** of Bidding documents) on letter head of the firm, duly signed and stamped.	
13	**Bid Security Form** (as per **form 8.10** of Bidding documents)	
14	**Copy of Bid Security Instrument** (Submitted through e-Procurement System).	

Stamp & Signature of Bidder _____