

Punjab Tianjin University of Technology, Lahore (PTUT)



Bidding Documents

**for Purchase of Lab Equipment for Fashion Design
Technology Department**

Bid Reference No:	PTUT/PC/11/2022-23
Package Name:	For Purchase of Lab Equipment For Fashion Design Technology Department
Procurement Procedure & Method:	Single Stage Two Envelope
Bid Opening Venue:	Conference Room PTUT
Last date and time for obtaining of bid documents	06-12-2022, 09:30 A.M.
Last date and time for submission of bid documents	06-12-2022, 10:00 A.M.
Opening of Bid Documents	06-12-2022, 10:30 A.M.

CHECK LIST FOR SUBMISSION OF APPLICATION

(please mark ✓ / or X in relevant boxes)

- | | |
|--|--------------------------|
| 1. Detail of company profile/ Firm/ Contractor etc. Profile | <input type="checkbox"/> |
| 2. Original CDR/Earnest Money /Deposit at call attached with Technical Bid.
(Amounting to Rs. 24,000/-) | <input type="checkbox"/> |
| 3. Original Tender fee Amounting Rs.2,000/- | <input type="checkbox"/> |
| 4. Affidavit on stamp paper Rs: 100/- | <input type="checkbox"/> |
| 5. Evidence of Company/ Firm/ Sole proprietorship. | <input type="checkbox"/> |
| 6. Copy of National Tax No. | <input type="checkbox"/> |
| 7. List of All Mandatory required documents | <input type="checkbox"/> |
| 8. List of documents required in Technical Evaluation criteria | <input type="checkbox"/> |
| 9. Price offer on Bidder's letter head as of Financial Evaluation Criteria. | <input type="checkbox"/> |
| 10. Active Tax Payer List (ATL) | <input type="checkbox"/> |
| 11. Provincial Sales Tax Number | <input type="checkbox"/> |
| 12. Integrity Pact duly signed on stamp paper of Rs.100/- | <input type="checkbox"/> |

TENDER DOCUMENT

Procurement Notice

PURCHASE OF LAB EQUIPMENT FOR FASHION DESIGN TECHNOLOGY DEPARTMENTS FOR PUNJAB TIANJIN UNIVERSITY OF TECHNOLOGY, LAHORE (PTUT).

The Punjab Tianjin University of Technology (PTUT), Lahore intends to purchase of lab equipment for Fashion Design Technology from a well reputed and well-equipped company for supply, install and commissioning of lab equipment of Fashion Design Technology Departments.

Interested firms may obtain the signed copy from the office of Project Director (Building and Works), 1st Floor Room No. 120, of university, from 09:00 a.m. to 04:00 p.m. (Monday to Friday) after depositing the Tender Fee of Rs. 2,000/- (non-refundable) at BOP, Township (College Road) Branch, Lahore A/c No. 6580064981000010. The Bidding Document is available on websites www.ptut.edu.pk and www.ppra.punjab.gov.pk for information only.

The sealed bids complete in all respect as detailed in bidding documents must reach in the office of Project Director (Building and Works) on or before the last date of submission of bid as indicated on the stamped bid document. The technical proposal will be opened on 06-12-2022 at 10:30 A.M. in the presence of the bidders or their representatives who make them present.

Project Director
Punjab Tianjin University of Technology, Lahore
Ph. 042-99332570

AFFIDAVIT (Stamp paper of Rs: 100/-)

We do hereby confirm that we have carefully read the requirements and instructions of this bidding document and all the terms & conditions of supply, we also do hereby confirm as follows:

1. That, M/s _____ shall abide by all the instructions/conditions of the bidding documents and in addition the other conditions and PTUT rules and regulations, all other special instructions given time to time and enforced PPRA Rules.
2. That, M/s _____ is not blacklisted by any Government/ Semi-Government Department/ Agency/ Autonomous Bodies in any part of Pakistan.
3. That the information given in the application form and bidding documents is correct. In case any of this information is proved incorrect, PTUT reserves the right to reject the bid beside forfeiting the Bid Security and may initiate suitable legal action which may include blacklisting of the Bidder.

Name: _____

Signature: _____

Designation: _____

Stamp: _____

Instructions for the Bidders / TOR's

1. PTUT, Lahore invites sealed bids from Company/ Organization registered. Income Tax, NTN/ Sales Tax/ PST etc. Registration Certificates must be provided and should have proven record of providing supply to large government / semi government and other organizations etc. (to be verified by the clients). Company/ Organization should attach valid copies of certificates issued by relevant departments. Bids must be submitted in a sealed envelope clearly marked " Purchase of Lab Equipment for Fashion Design Technology Department" for the university latest by 06-12-2022 on or before 10:00 A.M. in the office of Project Director (Building and works) 1st Floor Room No. 120, of PTUT Lahore.
2. Bidding shall be conducted through Open Competitive Bidding **Single Stage Two Envelope** procedures as per Rule No. 38 (a) of PPRA Rules, 2014, and is open to all eligible bidders as defined in the bidding document.
3. The bidder shall seal the original Technical and Financial bid (separately sealed) into a single envelope. The Bidder shall seal the bids in envelopes, duly marking the envelopes as "Technical" & "Financial". The single sealed envelope containing both sealed bids should be clearly marked "Tender for Purchase of Lab Equipment for Fashion Design Technology Department for PTUT".
The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late". No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security
4. The bidders are requested to give their best and final prices as no negotiations are permissible as per PPRA Rules and regulations
5. Proposal submitted must contain company profile, detail of offices operating in Pakistan with addresses & telephone numbers, total no. of employees, number of years in business, list of present/ past clients, proof of company as legal entity, Affidavit indicating that the company has never been blacklisted by any government/semi government or other organizations etc.
6. Price quoted shall remain valid for a period of 90 days from the closing date of bid submitted. However, bidders are encouraged to extend the validity of their bid (if required). The rates quoted should be in Pak rupee (PKR) and inclusive of all applicable government taxes.
7. The Bid submitted must be accompanied by Bid Security of (Rs. 24,000/-) (Refundable) in the shape of CDR/ Pay Order/Demand Draft from a Scheduled Bank in favor of Punjab Tianjin University of Technology, Lahore. Bids submitted without CDR / Pay Order/ Demand Draft will not be considered and rejected straight away.
8. Bid Security of unsuccessful bidders shall be refunded on the finalization of the contract / tender.
9. Bid security of successful bidder shall be refunded on provision of 10% performance guarantee and signing of agreement within 10 days after the issuance of work order.

10. The bid should be properly page numbered along with Index; Separators should be used for differentiation of various documents. (As indicated in Check list)
11. Bidders are also required to state, the name, job title, contact number (landline, Mobile) and email address of the authorized representative through whom all communications shall be made until the process has been completed.
12. PTUT will not be responsible for any costs or expenses incurred by bidders in connecting with the preparation or delivery of bids.
13. PTUT shall not pay any security deposit or advance payment.
14. The Bidder will be fully responsible in case of misconduct caused by the company personnel/ supply.
15. If two or more bidders quoted equal rate in bid, then the contract will be awarded to the one gaining higher marks in the technical evaluation.
16. Contract will be made between PTUT and company on judicial paper of 0.25% of Contract value that will be provided by the successful bidder.
17. The bid of all bidders will be opened publicly at a time, date and venue specified in tender/ advertisement) observing SOPs of COVID-19.
18. The lowest responsive/ evaluated bid shall be accepted.
19. Violations to the instruction of the bidding documents will lead to a penalty of up to 10% of the Contract Value. Delayed delivery will lead to fine @ 0.05% per day or up to a maximum of 10% of the contract value. All fines and penalties will be deducted by the PTUT from the payments of the Company.
20. Bidder/ Supplier shall be responsible for all the taxes/ duties/ transportation charges required to be paid under relevant law.
21. The Bidder/ Supplier will be fully responsible to provide satisfactory supply/ services at PTUT.
22. Joint venture/ consortium is not eligible for this tender.
23. In case bidder desires to quote higher specification, the same should be provided in the respective column of the form of bid against the specific item. The Bidder should quote only one brand/ model/ make of each item.
24. Country of manufacturing, Brand / Model of each & every item must be provided in the bid against the specific item with all its relevant literature attached.
25. In case items quoted by the bidder are of higher or better specification, that are duly verified by the technical evaluation committee of PTUT, his/ her bid will be treated responsive.

26. PTUT can verify any or all documents/ information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected. PTUT reserves the rights of imposing penalty as per clause 19 of this document.
27. The Procurement Committee shall have the right to inspect and/ or test the goods to confirm their conformity with respect to specifications mentioned in the work Order.
28. Should any inspected or tested goods fail to conform to the specifications, PTUT shall reject them, and bidder shall replace the rejected goods at its own cost.
29. Bidders should clearly indicate the Name and Full Address of their Principals in favor of which L.C. shall be opened. Also a certificate in original is required showing that bidder is an authorized dealer (preferably sole agent) for the bidding equipment.
30. The bidders must submit Performa invoice in original form/shape from their principals duly signed and clearly indicating:
 - i. The complete specifications of each item as per tender document,
 - ii. The name of the manufacturer and country of origin along-with a certificate (as under) authorizing them to quote on their behalf.

“This is to certify that M/s _____ have obtained quotation from us against invitation to tender due on _____ and we have agreed to supply/manufacture the equipment strictly in accordance with the specifications laid down in the said invitation to tender”.
- 31. Pre-bid meeting (if required) will be scheduled and communicated to bidders.**
32. Successful Bidders will provide following items:
 - i. Supplier’s signed invoice should show separate value of each item duly signed in ink bearing the Bidder’s stamp.
 - ii. Signed & stamped packing list should show measurement, quantity and weight of packages & their numbers.
 - iii. Freight memo.
33. Copy of LC, Bill of landing shall be provided to PTUT and the same can be verified by PTUT Independently. In case found guilty, the supplier will bear the cost of equipment and allied in addition to forfeiture of performance guarantee.
34. Transportation cost from dry port to PTUT Premises, Custom duty, insurance cost and other similar costs shall be specified and quoted separately in addition to the price of the equipment as specified in price schedule/ Financial bid form.
35. The Earnest Money/CDR shall be returned to the technically disqualified Bidders with

their unopened/ sealed financial bid.

36. If the acceptance of tender issued during the validity period of the tender is not accepted by the bidder, the Earnest Money/CDR shall be forfeited and the equipment purchased will be at the risk and expense of the bidder.
37. In case the offer is withdrawn, amended or revised during the validity period during the tender process, the Earnest Money/CDR/Performance money shall be forfeited.
38. In case, the bidder fails to execute the contract strictly in accordance with the terms and conditions laid down in the contract, the Performance guarantee deposited by the bidder shall be forfeited and the equipment purchased will be at bidder's risk and expense.
39. PTUT will get the equipment inspected at PTUT, Lahore premises and reject the equipment, if not found according to the given specifications.
40. After Sale, service and supply of spare parts must be guaranteed for a period of five years.
41. Delivery period will be four months (120 days) from the date of work order. Suppliers may however, quote their best delivery period.
42. PTUT reserves the right at the time of award of contract to increase or decrease the quantity of equipment
43. In case of any material is found in non-conformity to the specifications provided in the tender, either on account of inferior quality, defective workmanship, faulty design, faulty packing; or is short supplied, wrongly supplied, the supplier is bound to replace such material free of charge or pay the full cost of replacement.
44. Grievance (if any) against the tendering process shall be entertained up to 10 days after announcement of lowest bidder over PPRA. Any grievance received after this duration shall not stand valid/entertained.
45. The bidder is bound to supply the whole quantity in a single consignment within the due date.

Rejection/ Acceptance of the Tender

The Client shall have the right, at its exclusive discretion to reject any or all tender(s), cancel the Tendering process at any time prior to award of formal work order, without assigning any reason or any obligation to inform the Bidder of the grounds for the Client's action, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.

The Tender shall be rejected if any of the following occurs:

- i. It is substantially non-responsive
- ii. Received without original bid security attached with technical bid
- iii. Received after the time and date fixed for its receipt
- iv. The offer is ambiguous
- v. The offer is received by fax or e-mail
- vi. The offer is from a black listed firm
- vii. Offer received with shorter validity than required
- viii. The offer is not conforming to requirements indicated in the tender documents
- ix. Any conditional offer
- x. It is submitted in other than prescribed forms, documents / by other than specified mode; or it is incomplete, un-sealed, un-signed, partial, conditional, alternative, and late; or it is subjected to interlineations / cuttings / corrections / erasures / overwriting.
- xi. The Bidder submits more than one Tenders;
- xii. The Bidder refuses to accept the corrected Total Tender Price; or The Bidder has a conflict of interest with the Client attaching Integrity Pact on Stamp paper of Rs.100/- with the technical bid
- xiii. The client has the right to forfeit the CDR in case the bidder violates any instructions to bidders of this document.
- xiv. The bid security will be forfeited, in case of withdrawal of bid after opening of bids

BIDDING FORMS

BID SUBMISSION FORM

Date: _____
No: _____

To, [Client Address]

Having examined the bidding documents including, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for, “Purchase of **lab equipment for Fashion Design Technology Department** for PTUT” in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the services in accordance with the delivery schedule specified.

In case our bid is accepted, we will obtain and submit the CDR to the client in a sum equivalent to 10% of the contract price for the due performance of the contract, in the form prescribed by the client.

We agree to abide by this Bid for a period up to 90 days fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2022.

[Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of Company

Mandatory Requirements-

Bidder must furnish following information:

Sr. No.	Criteria	Requirement
1.	Evidence of Company/Firm/ Sole proprietorship	Mandatory
2.	Certificate of valid Income Tax Registration Certificate.	Mandatory
3.	Compliance to the Checklist attached for bid submission	Mandatory
4.	Affidavit on attested stamp paper that the bidder is not black listed by the Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan.	Mandatory
5.	Meeting the specification of items as specified in Form-II of the quoted items	Mandatory

It is mandatory to fulfill above stated requirements for all bidders. Any bidder not fulfilling above criteria will be considered as non- responsive bidder and will not be taken into consideration for Technical and Financial Evaluation. However, the technically qualified bidder with lowest rates will be awarded the work order (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).

Technical Evaluation Criteria

**TECHNICAL EVALUATION CRITERIA FOR PURCHASE OF FASHION DESIGN LAB
EQUIPMENT**

Sr. No.	Technical Criteria	Maximum Marks
1.	No. of clients (5 Marks per client)	20
2.	Work Order of similar nature of similar or higher value (5 marks for each work order)	20
3.	Number of Employees on Company Payroll, Attach List No. of employees greater than 10 = 20 marks 5 to 10 = 15 marks Less than 5 = 10 marks	20
4.	Age of Company (2 Marks per year)	10
5.	Income Tax return for last 2 years (5 marks each year)	10
6.	Offices held in Pakistan in various cities, Attach List (01 Marks per office across Pakistan)	05
7.	Broachers/Catalogue of quoted items	05
8..	Annual amount Credited in PKR in bank statement for last Financial year Less than Rs. 5,000,000/- = 0 Marks 5,000,000-10,000,000= 5 Marks More than 10,000,000= 10 Marks	10
Total		100

- i. Obtaining 60 out of 100 Marks are compulsory to be technically qualified. All bids will be evaluated on basis of above given evaluation criteria and the bidders who do not obtain 60 marks as per above mentioned evaluation criteria will be considered as technically non- responsive bidders and will not be taken into consideration for Financial Evaluation. However technically qualified bidders (Responsive to Evaluation Criteria) will be considered as responsive bidder, and among technically responsive and qualified bidders, the bidder with lowest rates will be awarded the contract (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).

Technical Proposal Submission Form on the letter head of the firm
(Part of Technical Bid Envelope)

[Location, Date]

To

Project Director B&W,
PTUT Lahore.

Dear Sir,

We, the undersigned, offer to provide the _____ in accordance with your Request for proposal / bidding document.

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

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

Authorized Signature

Name and Designation of Signatory

Name of Firm and Address

Technical Bid (Specifications and Schedule of Requirement)

Must be filled separately on the letterhead of the firm

(Part of Technical Bid Envelope)

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

S/N	Item Name	Specifications	Quantity	Country of Manufacturing	Quoted Brand/ Model
1	FASHION DRAPPING LAB				
2	FASHION STUDIO				
3	TEXTILE DESIGN LAB				

- i. Bidder can quote for each item.
- ii. Financial Evaluation will be carried out on each item basis. Work award will be issued on each item basis to the lowest evaluated and technically qualified bidder.
- iii. Bidder must quote proper brands and models of the required items, bidders without quoting proper brand / model will be rejected.

The Contract / Completion of Work duration shall be maximum 120 days, starting from the date of issuance of work order.

Date: _____

Place: _____

Authorized Signature
(In full and initials)

Name and Designation of Signatory
Name of Firm and Address

Financial Proposal Submission Form on the letter head of the firm
(Part of Financial Bid Envelope)

[Location, Date]

To

Project Director B&W,

PTUT Lahore.

Dear Sir,

We, the undersigned, offer to provide the _____ in accordance with your request for proposal / bidding documents and our attached Financial Proposal is for the sum of (insert amount in words and figures).

Our financial proposal shall be binding upon us up to expiration of the validity period of the Proposal.

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

Authorized Signature

Name and Designation of Signatory

Name of Firm and Address

Price Schedule / Financial Cost Sheet/ Financial Bid Form

Must be filled separately on the letterhead of the firm

(Part of Financial Bid Envelope)

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

S/N	Item Name	Specifications	Qty	Country of Manufacturing	Local / Imported	Quoted Brand/ Model	Pak Rupees	GST @ _____	Total Price Without GST	GRAND TOTAL
							Unit Price without GST			
			A				B	C	D=B+C	X=D*A
1	FASHION DRAPPING LAB									
2	FASHION STUDIO									
3	TEXTILE DESIGN LAB									

*Unit price without GST (B) Should be inclusive of all expenses including freight, insurance ,custom duty (in case of imported items) and all other expenses other than GST only

Grand Total in figures (Inclusive of all types of applicable Taxes)

Grand Total in words (Inclusive of all types of applicable Taxes)

NOTE: Please read carefully before filling of above-mentioned columns.

- i. Any fresh tax/ charges imposed or exempted (both conditions) notified after the bid opening date by any federal/ provincial governments, will be adjusted/ accepted as per rules / laws.
- ii. Missing or Incomplete filling of all the subject columns of this Financial Proposal will not be considered and should result in disqualification.
- iii. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules 2014 (Amended till date). The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- iv. The quantity of items can be increased/ decreased and the cost of increase/ decrease will be adjusted accordingly.
- v. Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.
- vi. Unit Price will govern for arithmetic check and corresponding Grand Total” X” after arithmetic check will determine lowest bidder.
- vii. If there is discrepancy between words and figures the small amount will prevail.
- viii. Quoted items must be legally imported in Pakistan after paying all taxes. (Where Applicable)
- ix. Standard Warranty (Where Applicable).
- x. Bidder can quote for each item.
- xi. Financial Evaluation will be carried out on each item basis. Work award will be issued on each item basis to the lowest evaluated and technically qualified bidder.
- xii. Bidder must quote proper brands and models of the required items, bidders without quoting proper brand /model will be rejected.

The Contract / Completion of Work duration shall be maximum 120 days, starting from the date of issuance of work order.

Date: _____

Place: _____

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm and Address

(Seal & Signature of Company)

Note: No cutting or overwriting is allowed. Any cutting or overwriting may lead to rejection of the financial bid.

GENERAL PARTICULARS OF APPLYING FIRM

Firms' Information	
Name of Firm/ Company	
Complete Postal Address	
Phone Number	
Contact Person/ Designation	
Mobile Number	
E-Mail Address	
Fax Number	
Type of Organization	
Place of Incorporation/ Registration	
Year of Incorporation /Registration	
Validity	
National Tax Number	

General Terms and Conditions

1. Inspection of Items

The procuring agency may reject the delivered items which fail to conform to the technical specification, in any tests or inspection and the contractor shall replace the rejected goods/ items within prescribed time provided by the PTUT, free of cost. The inspection or tests shall be conducted at the premises of the PTUT. Where conducted at the premises of the contractor, the contractor shall provide all-reasonable facilities and assistance, which may include access to drawing, production data and online verification from official web site of the manufacturer, to the inspectors, at no charge to the procuring agency. The purchaser's post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing, or passing of the goods

2. Currency:

Firm and final rates should be in Pak Rupees.

3. Delivery, Installation & Commissioning

The contractor is responsible for delivery, installation & commission as per work order at its own risk and cost within 120 days of issuance of work order. In case of poor response/ coordination from the field formations regarding delivery, installation & commissioning, the contractor is required to inform to Project Director (B&W) office of university in writing for the solution of the same

4. Arbitration

In case arising of any dispute between the procuring agency and the contractor after the work order, the dispute should be resolved through the representatives of both parties otherwise the decision of Vice Chancellor will prevail over the version of both parties.

5. Blacklisting

The procuring agency may, for a specified period, debar or prohibit the contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or good practices.
- (b) Consistently failed to perform his obligation under the contract.
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any sort of corrupt practice.

Blacklisting mechanism will be followed as per Punjab Procurement Rules 2014.

6. Miscellaneous

Any point which is not mentioned in the term and conditions contained in the bidding documents. shall be decided in the light of the provisions laid down in Punjab PPR rule 2014 amended till date.

7. Termination for Default:

The Procurement Committee without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part if:

1. The bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Vice Chancellor.
2. The successful bidder fails to deliver lab equipment as per specifications mentioned in the bid.
3. The successful bidder fails to perform any other obligation(s) under the Contract.

4. The bidder, in the judgment of the Procurement Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
8. **Force Majeure:**

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with enough and valid evidence of such condition and the cause thereof. The Grievances Committee shall examine the pros and cons of the case and all reasonable alternative means for completion of work order under the Contract and shall submit its recommendations to the Vice chancellor. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
9. **Termination for Insolvency:**

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.
10. **Acceptance of tender**

As per provisions of Rule (55) of Punjab Procurement Rules, the Purchaser shall issue the work order to the successful bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules) and prior to the expiry of the original validity period or extended validity period of the Tender. The successful Bidder must submit performance guarantee @ 10% of the final contract amount, along with letter of acceptance and sign formal contract on stamp paper within 10 days after the issuance work order. Bid Security of successful bidder will be released on receipt of performance guarantee The Performance guarantee will be released after 12 months of completion of all supplies, installation and commission, training, and performance period as per contract agreement.
11. **Repeat Order**

The contractor may provide Machinery & Equipment on repeat order (15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.
12. **Packing & Condition of the Machinery/ Equipment**

All Machinery/ Equipment supplied must be in original form/ packing. All Machinery/ Equipment must be genuine, brand new, non-refurbished in any way, as per required specification, and imported (If any) through proper channel
13. **Comprehensive Warranty/ After Sale Service**

Bidders must provide one-year free comprehensive onsite warranty, which must include labor, parts replacement, and any sort of other related service. Warranty period will be started after completion of scope of work including training to staff
14. **Training of the Staff**

In case of specialized items, supplier will provide necessary training to the PTUT staff/ faculty free of cost at PTUT at mutually agreed date.

(CONTRACT AGREEMENT)

DRAFT FORM FOR AWARD OF CONTRACT

Package Ref No. _____

This agreement is made in the presence of the witnesses named below on this ____ day and ____ month of 2022 at _____ between Punjab Tianjin University of Technology, Lahore (PTUT) (hereinafter called “the Purchaser”) and M/s. _____. (Here in after called “the Supplier”). Whereas the Purchaser invited bids for supply of _____ and has accepted a bid by the Supplier for the supply of _____ in the sum of Rs: (Rupees _____ only) [contract price in words and figures] (hereinafter called “the Contract Price”).

Now this agreement witnesses as follow:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz., the:
 - (a) Invitation to bid as publicized/ advertised by the Purchaser.
 - (b) Bidding document as bought from the Purchaser.
 - (c) Specifications of items
 - (d) Form of Bid
 - (e) Undertaking submitted by the bidders along with the bid papers.
 - (f) work order for supplying the selected items etc.
 - (g) General conditions regarding procurement as given in the bidding documents and
 - (h) This contract agreement as executed between the Purchaser and the Supplier.
 - (i) The Bid Security and the Performance Guarantee
 3. Supplier is responsible for installation, supplying and training of all ordered items at the PTUT without any extra cost.
 4. Supplier is responsible for replacement of defective items (if any) at his cost.
 5. Warranty 12 months from the date of supply/ successful installation/training to staff related to the equipment supplied.
 6. The purchaser will make the full/ partial payment after successful inspection of the equipment as per work order.
 8. Supplier will supply the ordered items within 120 days from the date of the work order. If required, the supplier can request to the purchaser, by providing proper justification, to extend the delivery period.
 9. Purchaser will release the Performance money after 12 months from the date of supply of the equipment to the purchaser.
 10. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014 through the re-presentators of both parties otherwise the decision of Vice Chancellor will prevail over the version of both parties.
- In witness whereof, the parties have hereinto set their respective hands and seals the day and the year hereinto before set forth.

Purchaser/ PTUT:

1. Name: _____ Designation: _____ Signatory: _____

2. Name: _____ Designation: _____ Signatory: _____

Supplier/ PTUT:

1 Name: _____ Designation: _____ Signatory: _____

2 Name: _____ Designation: _____ Signatory: _____

WITNESS:

1. Name: _____ Designation: _____ Signatory: _____

2. Name: _____ Designation: _____ Signatory: _____

Draft Integrity Pact on Stamp paper of Rs.100/- (To be attached with Technical Bid)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million.

Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No. _____ Dated _____

Contract Value: [To be filled in at the time of signing of Contracts]

Contract Title: _____

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

Without limiting the generally of the foregoing, [name of supplier] represents and warrants that it has fully declared the brakeage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give anyone within or outside Pakistan either directly or indirectly through any natural or jurisdiction 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 al person in respect of or related to the transaction with GOP and has not taken any action to circumvent the above declaration, representative 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, representative and warranty. It agrees that any contract, right, interest, privilege or other rights and 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 practice and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bride, finder's fee or kickback given by name [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer:

Name of Seller/ Supplier:

Signature

Signature

[Seal]

[Seal]

Items Specification and Quantities Required

ITEM NO. 1 "FASHION DRAPPING LAB"					
S/N	Item Name	Specifications	Quantity	Country of Manufacturing	Quoted Brand/ Model
a	Mannequin	Adjustable Draping mannequin for kids along with iron stand.	3		
ITEM NO. 2 "FASHION STUDIO"					
A	DSLR Camera	DSLR camera with lens 18-135MM USM Nano Technology and Memory card 32 GB.	1		
B	Lens Camera		1		
C	Tripod	Camera tripod with backdrop kit and 1800 watt bulbs	1		
D	Continuous Light	TL4 Holder with soft box (Bulb Holder)	1		
E	Light Stands	7 feet above with Kit Bag	2		
F	Backdrop Support	Upto 12.9 feet wide with back drop sheet (White & Black)	1		
ITEM NO. 3 "TEXTILE DESIGN LAB"					
A	Hand Looms (Wooden)	Wooden hand looms with twelve frames and all necessary tools and attachments.	4		