



PUNJAB TIANJIN UNIVERSITY OF TECHNOLOGY LAHORE

Bidding Documents for

PURCHASE OF FURNITURE

PTUT/PC/04/2023-24

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Section-I: Invitation to Bids

INVITATION TO BIDDERS

TENDER NOTICE

Sealed Bids are invited from Bidders i.e. firms/companies/sole proprietor/ general order suppliers engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax & Sales Tax) For the purchase of Furniture of Various Department as mentioned below.

Sr. No.	Package Ref No.	Name of Tender	Estimated Amount in Million	Remarks
01	PTUT/PC/02/ 2023-24	Purchase of Lab Equipment	57.189	Details in the Bid Document
02	PTUT/PC/03/ 2023-24	IT Equipment	17.331	
03	PTUT/PC/04/ 2023-24	Purchase of Furniture	5.0	

The Bids shall be received as per single stage Two envelope procedures.

Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs.2000/ for each tender which should be deposited in Bank Account No. 6580064981000010 BOP, College Road Branch, Lahore (Punjab Tianjin University of Technology, Lahore Account)

Bids must be delivered to the addressee below on or before 30-10-2023 at 11:00 A.M. All Bids must be accompanied by a Bid Security of 2% of the estimated price in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at 11:30 A.M. in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from the office of the Project Director, Punjab Tianjin University of Technology, Lahore. Bid Validity will be 90 days.

Bidding Documents are immediately available after date of publication. Punjab Tianjin University of Technology, Lahore will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. 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 <https://ptut.edu.pk/> and website of Punjab Procurement Regulatory Authority <http://ppra.punjab.gov.pk>.

Project Director

Punjab Tianjin University of Technology, Lahore

Block C1 Sector C2, Township Lahore

Ph. 042-99332570, www.ptut.edu.pk, Email: pd.bnw@ptut.edu.pk

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

2.1.1 Scope of Bid Punjab Tianjin University of Technology, Lahore invites Bids for the purchase of Furniture as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VI- Schedule of Requirements. The successful Bidders will be expected to deliver and install/ commissioning of the Furniture within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds Punjab Tianjin University of Technology, Lahore has available Budget from own sources. The University 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 The Invitation to Bids is open to companies/sole proprietor/ general order supplier registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.)

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 Punjab Tianjin University of Technology to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the Furniture to be purchased under this Invitation to Bids [if applicable].

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

Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRAA). During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRAA), if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.

The invitation for Bids is open to all prospective Suppliers, Manufacturers or Authorized Agents/Dealers/Distributors

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be

considered to have a conflict of interest with one or more parties in this bidding process, if they:

Are associated or have been associated for the procurement of the Furniture 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.

Have controlling shareholders in common; or

Receive or have received any direct or indirect subsidy from any of them; or

Have the same legal representative for purposes of this Bid; or

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

A Bidder may be ineligible if –

The Bidder is declared bankrupt or, in the case of company or firm, insolvent;

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;

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;

The Bidder is convicted, by a final judgment, of any offence involving professional conduct;

The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRAA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

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 PPRAA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014. The firm, supplier and contractor is blacklisted/ debarred by any

international organization.

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

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

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
Furniture and
Services

All Furniture and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*

For purposes of this clause, “origin” means the place where the Furniture are mined, grown, or produced, or the place from which the related services are supplied. Furniture 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.

The origin of Furniture and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10(Specifications) & 26 (Reservations and Preference) of PPRA-14, shall be followed.*

2.1.5. Cost of
Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Punjab Tianjin University of Technology, Lahore hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person
one bid

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.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents	<p>The Furniture required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:</p> <ul style="list-style-type: none">Invitation to BidsInstructions to Bidders (ITB)Technical SpecificationsBid Data SheetGeneral Conditions of Contract (GCC)Special Conditions of Contract (SCC)Schedule of RequirementsBid FormBidder Profile FormGeneral Information FormAffidavitBid Security FormBid FormContract FormFinancial Bid Form / Price SchedulePerformance Guarantee FormCheck List <p>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.</p> <p>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 PPRA-14, will take precedence.</p> <p>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 PPRAA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.</p>
2.2.2. Clarification of Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing</p>

to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.

The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.

Copies of the Procuring Agency's response will be uploaded on the website of procuring agency on given date and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.

2.2.3. Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPRA-14 as the case may be.

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 (Extension of time for submission of bids) of PPRA-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 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 The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the Furniture to be supplied, a brief description of the Furniture, their country of origin, quantity, and prices.

2.3.3. Bid Prices The Bidder shall indicate on form of the unit prices (where applicable) and total Bid price of the Furniture it proposes to supply, and installation under the contract
The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies Prices shall be quoted in Pak Rupees.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
that the Bidder has the financial, technical, and production capability necessary to perform the contract;

that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all Furniture and related services which the Bidder proposes to supply under the contract.

The documentary evidence of the eligibility of the Furniture and services shall consist of a statement in the Price Schedule/Financial Bid Form of the items.

The documentary evidence of conformity of the Furniture and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:

a detailed description of the essential technical and performance characteristics of the Furniture;

an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the Furniture and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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.

the sample shall be:

submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;

carriage paid;

received on, or before, the closing time and date for the submission of bids; and

Evaluated to determine compliance with all characteristics listed in the BDS.

The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the Furniture. A Procuring Agency may reject the Bid if the sample(s)-

does not conform to all characteristics prescribed in the bidding documents; and

is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all Furniture and related services which the Bidder proposes to deliver.

The required documents and other accompanying documents must be in English.

2.3.7. Bid Security

The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).

The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for 6(six) months.

Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.

Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later.

the Procuring Agency may return the Bid Security earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

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.

The Bid security may be forfeited:

If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

In the case of a successful Bidder, if the Bidder:

Fails to sign the contract in accordance with ITB Clause 2.6.3; or

Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

If the blacklisting proceedings under Section-17A of PPRAA Act, 2009 read with Rule-21 of PPRA-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of
Validity of Bids

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.

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 PPRA-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and
Signing of Bid

The Bidder shall prepare an original Bid.

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.

The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.

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

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.

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

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

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

As per Rule 24, the Bidder shall seal the bid.

- i) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
 - b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- ii) The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address provided in the BDS;
 - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
 - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.

If envelope is not sealed and marked as required by ITB 2.4.1 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet. Bids received through courier services shall not be entertained.

The Procuring Agency may, at its discretion and as per rule 29 of PPRA-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.

Bids shall be received by the Procuring Agency at the address specified under BDS no later than the date and time specified in the BDS.

2.4.3. Late Bids

Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

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 (along with other remedies available under PPRA-14), pursuant to the ITB Clause 2.3.8 (vii).

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.

Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the

The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other

Procuring Agency 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.

First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening-

Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening

The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate

Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.

The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

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. Minutes of the Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.

2.5.2. Confidentiality

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 PPRAA-14.

Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

Notwithstanding ITB Clause 2.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

As per rule 33(2) of PPRA-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

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.

The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

- a) Evaluation & qualification criteria;
- b) Required scope of work or specifications;
- c) All securities requirements;
- d) Tax requirements;
- e) Terms and conditions of bidding documents.
- f) Change in the ranking of the Bidder

From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

Arithmetical errors will be rectified on the following basis: -
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.

If there is a discrepancy between words and figures, the amount in words will prevail.

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.

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.

Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4;
Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;

Has been properly signed;

Is accompanied by the required securities; and

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

The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.

The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section III- Technical Specifications, Section VI – Schedule of Requirements & Evaluation Criteria as provided in BDS, have been met without material deviation or reservation.

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

Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

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;

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

Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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.

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

Not Applicable

2.5.8. Post-Qualification & Evaluation of Bids

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.

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.

2.5.9. Contacting the Procuring Agency

Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

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

As per Rule-67 of PPRA-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.

Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).

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 Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter or through email, that its Bid has been accepted.

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

Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

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

2.6.3. Signing of Contract/ Issuance of Purchase Order At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties Under rule-63 of PPRA-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.

2.6.4. Award Criteria Subject to ITB Clause 2.6.2, under rule-55 of PPRA-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of Furniture 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 PPRA-14 (not more than 15%).

2.6.6. Procuring As per rule 35 of PPRA-14, the Procuring Agency reserves the right to

Agency's Right to Accept or Reject All Bids

accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.

The Bidders shall be promptly informed about the rejection of the Bids, if any

The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRAA, Act, 2009,

Blacklisting & Debarment:

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment will be As per as per S-17A of PPRAA, Act, 2009 and *rule 21 and sub-rule (6) of rule 21 of PPRA-14*

2.7 Inspection of Furniture

PTUT will get the equipment inspected at PTUT, Lahore premises and reject the equipment, if not found according to the given specifications.

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.


2.8 Details

- I. Bidder must quote proper brands and models of the required items, bidders without quoting proper brand / model will be rejected.

- II. The Bid submitted must be accompanied by Bid Security Amounting to Rs. 100,000/- (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.
- III. Original CDR/Earnest Money /Deposit at call attached with Technical Bid.

Section-III. Technical Specifications

3.1. Technical Specifications

Furniture and Fixtures			
Sr. No	Items	Total Qty	Images
1	Executive chair Size: 26 W 19 D 46 H (Inches) Material: PU Leather Finish: Black/Green or any other color Base: Chrome Base Adjustable Armrest With PU Pad Adjustable Lumbar Synchronized Mechanism Chromed Gaslift Aluminum Base Black PU Caster	4	
2	Executive table Material: Ash/Oak - Wood/Veneer Polish Finish: Jacobean Size: 71 W x 36 D x 29 H (Inches) 1828 W x 915 D x 760 H (mm)	4	
3	Chair Size: 21 W 20 D 30 H (Inches) Material: Leatherette Padded Seat (Black) Frame and Legs: solid shisham Wood Finish: Jacobean Polish Finish	54	
4	Table Material: Complete structure made of 700 density chipboard pressed with shisham veneer on both sides Size: 62 W x 30 D x 30 H (Inches) 1600 W x 762 D x 762 H (mm) With keyboard Tray, separate place for CPU and with one lockable drawer on one side	36	

5	<p>Sofa (single) Size: 31 W 30 D 31 H (Inches)</p> <p>Upholstery: Blue/Green or any other color of Fabric/Leatherette.</p>	15	
6	<p>Sofa (Double)</p> <p>Size: 70 W 35 D 34 H (Inches)</p> <p>Upholstery: Blue/Green or any other color of Fabric/Leatherette</p>	15	

Section-IV: Bid Data Sheet

The following specific data for the Furniture 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	<p>Name of Procuring Agency: Punjab Tianjin University of Technology, Lahore.</p> <p>The subject of procurement is: Purchase of Furniture</p> <p>Period for delivery of Furniture: 90 days</p> <p>Commencement date for delivery of Furniture: After Signing of Contract</p>
2.	2.1.2	<p>Financial year for the operations of the Procuring Agency: 2023-2024</p> <p>Name of Project/ Grant (Development or Non Development): Development</p> <p>Name of financing institution: ADP of Punjab Tianjin University of Technology, Lahore</p>
3.		Ineligible country(s) : None
B. Bidding Documents		
5.	2.2.2	The address for clarification of Bidding Documents: Office of the Project Director, Punjab Tianjin University of Technology, Township, Lahore.
6.	2.2.2	Pre-bid meeting will not be held
C. Bid Price, Currency, Language and Country of Origin		
8	2.3.1	<i>Language: English</i>
10	2.3.4	The Unit price quoted shall be <u>Inclusive of all applicable Taxes, insurance, transportation, Freight charges, Etc.</u>
11.	2.3.4	The price shall be fixed
D. Preparation and Submission of Bids		

13.	2.1.3	<p>Mandatory Qualification Criteria/Knock down criteria. Minimum requirement for a Bidder to participate in the Bidding process which, include the following: -</p> <ul style="list-style-type: none"> i. Meeting the specifications of the Furniture ii. Registration with relevant tax authority i.e. FBR (Income Tax & Sales Tax as active tax payer) attach evidence. iii. Bid Security @ 2% of the Estimate Price attached with the Technical Bid iv. The bidder must have completed similar (in scope and cost) three to four projects in the past 5 years. v. Affidavit to the effect that: - <p>Bidder is neither currently blacklisted from any government department nor is any litigation pending in this regard. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. The provided information is correct.</p> <p>Any Bidder not fulfilling the above criteria will not be considered for technical evaluation and his bid will stand rejected and non-responsive.</p>
14.	2.3.6&2.3.7	After Sale Services Should be provided
15.	2.2.2	<p>Bid will be addressed to: Project Director Punjab Tianjin University of Technology, Township, Lahore Bid shall be submitted to: Punjab Tianjin University of Technology, Township, Lahore</p>
16.	2.4.2	<p>The deadline for Bid submission is Day : Tuesday</p> <p>Date: 30-10-2023</p> <p>Time: 11:00 AM</p>
17.	2.5.1	<p>Time, date/ Month/ Year, and place for Technical Bid opening. 30-10-2023 at 11:30 AM At the Conference Room of the University</p>
18.	2.6.2	Amount of Performance Guarantee is: 10 %
19.	2.3.8	Amount of Bid security is @2% of the Estimated Cost Rs. 100,000/-
20.	2.3.9	Bid validity period after opening of the Bid is: 90 days.
21.	2.3.9	Number of copies of the Bid to be provided are: Only One.
E. Opening and Evaluation of Bids		
22.	2.5.1	The Bid opening shall take place at: Punjab Tianjin University

		of Technology, Township, Lahore. Floor/Room No: Conference Room City/Town: Lahore Day: Monday Date: 30/10/2023 Time : 11:30 A.M.
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <i>PKR</i>

F. TECHNICAL BID Evaluation Criteria

Sr. No.	Description	Allocated Marks	Total Marks
1	Company Profile, Experience & International Certifications if any.		
i.	Company Profile Years of operations (From Registration date of NTN / FBR) • One (1) mark for one (1) year experience	05	
ii.	Broacher/Catalogue of each quoted item	05	
iii.	Relevant Experience Similar assignments / supplies over last 05 years. • Five (5) mark for one (1) similar experience Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.	20	
iv.	Value of Projects Capital Cost of similar projects / Supplies completed over last 05 years If the total value is equal to or more than the value of current project i.e. PKR 5 million • Five (5) mark for one (1) similar project Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.	10	
2	Financial Position		
i.	Annual Turnover (last 03 years) (Audit Report/Bank Statement) If the annual credit indicated in audit report/tax return/Bank Statement of last three years is equal or above PKR 05 Million then maximum allocated marks	20	

	<p>may be awarded.</p> <p>If annual credit during last three years is upto PKR 02 Million then 05 marks</p> <p>If annual credit during last three years is upto PKR 03 Million <i>then 10</i> marks</p> <p>If annual credit during last three years is equal to above 05 million PKR then 20 Marks</p> <p>Bank statement/Audit Report of last three financial years must be attached, otherwise, no marks shall be awarded.</p>		
ii.	<p>Tax Return</p> <p>Active Tax Payer for Financial Year 2023-2024</p>	05	
iii.	<p>Bank Balance / Credit Limit</p> <p>If bank balance / credit limit up-to 30th June, 2023 is equal to or more than estimate of current purchase, full marks may be awarded. Otherwise, the marks may be awarded as:</p> <p style="text-align: center;"><u>Closing Balance or Credit Limit</u> x 05 Estimate of Current Purchase</p>	05	
3.	Human Resource		
i.	<p>Total HR strength of firm / company (Payroll of June 2023 mandatory)</p> <p>If employees on payroll more than 05 then 02 marks</p> <p>If employees on payroll more than 10 then 05 marks</p> <p>If employees on payroll more than 20 then 10 marks</p>	10	
ii.	<p>List of Technical Staff</p> <ul style="list-style-type: none"> Technical staff having Bachelor / Masters degree / Technical Qualification. <p>If employees on payroll more than 02 then 05 marks</p> <p>If employees on payroll more than 04 then 10 marks</p>	10	
4.	Offices / infrastructure		
	<p>e.g.: List of offices at</p> <p>each city= 02 mark</p> <p>Required details are as under: -</p> <p>Complete address, ownership / rent agreement, years of office established on the same place. In case of missing information, no mark may be awarded.</p>	10	
	Total	100	
Only the Bids securing minimum 60% marks would be declared technically accepted 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.

G: Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15%
2.6.2	The Performance Guarantee shall be: 10 % of the Contract Price
2.6.2	The Performance Security (or guarantee) shall be in the form of: <i>Bank Guarantee or CDR</i>

Section-V: General Conditions of Contract

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between Punjab Tianjin University of Technology, Lahore 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 Furniture” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.

(d) “The Services” means those services ancillary and related to the supply of the Furniture, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, maintenance & repair and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Procuring Agency” means Punjab Tianjin University of Technology, Lahore

(h) “The Procuring Agency’s country” is Pakistan.

(i) “The Supplier” means the Bidder or firm supplying the Furniture and Services under this Contract.

(j) “Day” means calendar day.

2. Application

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

3. Country of Origin

3.1. All Furniture and Services supplied under the Contract shall have their origin in the Pakistan.

[where applicable]

3.2. For purposes of this Clause, “origin” means the place where the Furniture were mined, grown, or produced, or from where the Services

are supplied. Furniture are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Furniture and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPRA-14, shall be followed.

4. Standards

4.1. The Furniture supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Furniture' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

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

6. Patent Rights 7. Performance Guarantee

Not Applicable

7.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in Bid Data Sheet & clause 2.6.2 of ITB i.e. 10 % of the Contract Price.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPRA-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD) or Pay Order (PO)

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier after one year (365) days following the date of supply and installation of supply order under the Contract.

7.5 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.

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Furniture to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Furniture' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Furniture fail to conform to the Specifications, the Procuring Agency may reject the Furniture, and the Supplier shall either replace the rejected Furniture or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

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.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Furniture after the Furniture' arrival at the Procuring Agency's Site shall in no way be limited or waived by reason of the Furniture having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Furniture' shipment from the site of the Supplier.

8.5. 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

8.6. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.7 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/Furniture 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 to the technical team, which may include access to drawing, production data, boarding, lodging, transportation 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/Furniture shall in no way be limited or waived by reason of pre-delivery inspection, testing, or passing of the goods/Furniture.

9. Packing

9.1. The Supplier shall provide such packing of the Furniture as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Furniture' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the

packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

10. Delivery and Documents

10.1. Delivery of the Furniture shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

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

11. Insurance

duty form paid under which risk is transferred to the buyer after having been delivered, hence is sellers responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Furniture to a specified place of destination as desired by the procuring agency and related costs shall be included in the Contract Price.

13. Incidental Services

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

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

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

- (i) original price of Furniture

14. Spare Parts As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested
15. Warranty
- 15.1. The Supplier warrants that the Furniture supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Furniture supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Furniture in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for 1 (one) Year after the Furniture, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.
- 15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the Supplier shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Furniture or parts thereof, without costs to the Procuring Agency.
- 15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period of 15 days, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPRA-14 including Blacklisting.

16. Payment

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

100% payment will be made by the Punjab Tianjin University of Technology, Lahore to the Successful Bidder after delivery, installation, and inspection of Furniture and on receipt of the following documents:

Bill

Delivery Challan

General Sales Tax Invoice

Inspection/Completion report

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/Install and Train the equipment strictly in accordance with the specifications laid down in the said invitation to tender”.

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.

In case of imported items, Copy of LC, Bill of landing/Packing List 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

16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Furniture delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPRA-14, payments shall be made promptly by

the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is *PKR*

17. Prices

17.1. Prices charged by the Supplier for Furniture delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) drawings, designs, or specifications, where Furniture to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

(b) the method of shipment or packing;

(c) the place of delivery

; and/or

(d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPRA-14 should be violated.

19. Contract Amendments

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

20. Assignment 20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
21. Sub-contracts 21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2. Subcontracts must comply with the provisions of GCC Clause 20.
22. Delays in the Supplier's Performance 22.1. Delivery of the Furniture and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements-
- 22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Furniture and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages.
- 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.
23. Liquidated Damages 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Furniture or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified hereunder of the delivered price of the delayed Furniture 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 hereunder. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPRA-14.

Applicable rate: 0.1% per day of the Contract Price

Maximum deduction: 10 % of the Contract Price

24. Termination
for Default

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

(a) if the Supplier fails to deliver any or all of the Furniture within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

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

(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

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

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

- iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

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

25. Force
Majeure

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

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

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative

means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency 26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
27. Termination for Convenience 27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2. The Furniture that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Furniture, the Procuring Agency may choose:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Furniture and Services and for materials and parts previously procured by the Supplier.
28. Resolution of Disputes 28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPRA-14 and in accordance with Arbitration Act-1940.
29. Governing 29.1. The Contract shall be written in the language in English. Subject

Language		to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30.	Applicable Law	30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan).
31.	Notices	<p>31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address.</p> <p>31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
30.	Taxes and Duties	32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Furniture & 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.

Special Conditions of Contract

In case of imported equipment, upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Furniture, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

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

Insurance

The Furniture supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage

Spare Part

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Furniture. Other spare parts and components shall be supplied as promptly as possible, but in any case within three (03) months of placing the order and opening the letter of credit.

Bid Price:

Transportation cost from dry port to PTUT Premises, Custom duty, insurance cost and similar related cost shall be part of the Bid Price.

8.1 Bid Form

[To be signed & stamped by the Furniture Provider and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: _____

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

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, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 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 90 days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

Technical bid includes the following: -

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original Bid security form along with Original financial instruments. *Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO).*
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

- a) Original Bid form on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form to be reproduced on the letter head of the bidder duly signed and stamped.
- 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 Furniture 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 _____

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)

Schedule of Requirements

Must be filled separately on the letterhead of the firm
(Part of Technical Bid Envelope)

Sr. No.	Equipment name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specifications dimensions

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

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

7.3. General Information Form

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

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

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

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

7.4. Affidavit

[To be printed on PKR 300 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[Punjab Tianjin University of Technology, Lahore]* 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 *[Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRAA or any other court of law competence in this regard against any such blacklisting order.

The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.

Affidavit for correctness of information.

Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[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: _____

7.5. Performance Guarantee Form

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

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ 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 _____

7.6. 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 Furniture and ancillary services, viz., *[brief description of Furniture and services]* and has accepted a Bid by the Supplier for the supply and installation of those Furniture 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; and
 - (e) the Procuring Agency’s Notification of Award.
 - (f) Contract agreement
 - (g) 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 Furniture 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 Furniture 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)

7.7. Financial Bid Form/Price Schedule

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)

SN	Equipment and Specifications	Model/ Make	Country of Origin	Qty	Unit rate	GST	Total Amount With GST
1	Furniture Item 01						
2	Furniture Item 02						
3	Furniture Item 03						
4	Furniture Item 04						
5	Furniture Item 05						
6							
7							
Grand Total							X

Total Amount in figure With GST (Rs)	
Total Amount in Words With GST (Rs)	

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final".

Grand Total" X" after arithmetic check will determine lowest bidder.

If there is discrepancy between words and figures the small amount will prevail.

Stamp & Signature of Bidder _____

7.8. Bid Security Form

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

[Signature of the bank]

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 brokerage, 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:
Signature

Name of Seller/ Supplier:
Signature

[Seal]

[Seal]

Section VIII- Check List

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

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

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	2% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	All required samples (if demanded) have been submitted in <i>[name of the Procuring Agency]</i> sample store.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
7	Technical Bid Form on letter head of the firm duly signed and stamped.		
8	Financial Bid Form on letter head of the firm, duly signed and stamped.		
9	Bid Security Form on letter head of the firm, duly signed and stamped.		
10	Performance Guarantee Form on letter head of the firm, duly signed and stamped.		
11	General Information Form on letter head of the firm duly signed and stamped.		
12	Affidavit on non-judicial Stamp Paper of Rs. 300- The firm is not blacklisted from any Department. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. Affidavit for correctness of information. Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department. Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
13	Integrity Pact		
14	Documents for technical evaluation criteria		
15	Technical Bid		
16	Financial Bid		

Stamp & Signature of Bidder _____