

## BIDDING DOCUMENTS

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**(PROCUREMENT OF IT LAB / LANGUAGE LAB / NETWORKING / LAB FURNITURE)**

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**PUNJAB DAANISH SCHOOLS & CENTERS OF EXCELLENCE AUTHORITY Office, Japanese Cell  
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## TABLE OF CONTENTS

1	INVITATION TO BID .....	4
1.1	Punjab Procurement Rules to be followed .....	4
1.2	Mode of Advertisement(s) .....	4
1.3	Type of Open Competitive Bidding .....	4
2	INSTRUCTIONS TO BIDDERS (ITB) .....	5
2.1	Bidding Details .....	5
3	TERMS AND CONDITIONS OF THE TENDER .....	7
3.1	Definitions.....	7
3.2	Notice.....	7
3.3	Tender Scope .....	7
3.4	Tender Cost.....	10
3.5	Examination of the Tender Document.....	10
3.6	Clarification of the Tender Document .....	10
3.7	Amendment of the Tender Document .....	10
3.8	Preparation / Submission of Tender .....	10
3.9	Tender Price .....	12
3.10	Bid Security (Earnest Money) .....	13
3.11	Tender Validity .....	13
3.12	Modification / Withdrawal of the Tender .....	14
3.13	Opening of the Tender.....	14
3.14	Clarification of the Tender.....	14
3.15	Tender Fee .....	14
3.16	Provision of Samples .....	14
3.17	Determination of Responsiveness of the Bid (Tender) .....	14
3.18	Technical and Financial Evaluation of Proposal .....	14
3.19	Rejection of the Bid.....	15
3.20	Performance Guarantee .....	15
3.21	Award Criteria .....	15
3.22	Acceptance Letter .....	16
3.23	Redressal of grievances by the procuring agency.....	16
4	CONTRACT AGREEMENT.....	17
5	CONDITIONS OF CONTRACT .....	19
5.1	Contract .....	19
5.2	Contract Duration .....	19
5.3	Contract Documents and Information.....	19
5.4	Contract Language .....	19
5.5	Standards .....	19
5.6	Patent Right .....	19
5.7	Delivery .....	19
5.8	Work Completion Certificate .....	20
5.9	Payment.....	20
5.10	Price .....	20
5.11	Contract Amendment.....	20
5.12	Assignment / Subcontract .....	20
5.13	Extensions in time for performance of obligations under the Contract .....	20
5.14	Liquidated Damages .....	20
5.15	Blacklisting .....	21

5.16	Termination for Default.....	21
5.17	Termination for Insolvency .....	21
5.18	Force Majeure .....	21
5.19	Dispute Resolution .....	22
5.20	Statutes and Regulations.....	22
5.21	Taxes and Duties .....	22
5.22	Contract Cost .....	22
5.23	Service & Warranty .....	22
5.24	Authorized Representative .....	22
6	SPECIAL STIPULATIONS (BID DATA SHEET) .....	24
7	ANNEXURES .....	25

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**Important Note:**

Bidding documents are immediately available after date of publication. CDR should be submitted 5% of the estimated price in the form of CDR. Bids must be delivered on **30.06.2017** till 02:30 PM-and will be opened on same day at 03:00 PM.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents may be rejected at the initial stage itself. The valid documentary evidences as detailed hereinafter should be submitted by the Bidder for preliminary and detailed examination.

**Under Punjab Procurement Regulatory Authority Act 2009 and Punjab Procurement Rules, 2014**

This Bidding Process will be governed under Punjab Procurement Regulatory Authority Act 2009 and Punjab Procurement Rules 2014, as amended from time to time and instructions of the Government of the Punjab received.

# 1 INVITATION TO BID

## 1.1 *Punjab Procurement Rules to be followed*

- 1.1.1 Punjab Procurement Rules 2014 will strictly be followed. These may be obtained from PPRA's website.
- 1.1.2 In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

## 1.2 *Mode of Advertisement(s)*

- 1.2.1 As per Rule 12(2), this Tender is being placed online at PPRA's website, website of Purchaser as well as being advertised in two national daily newspapers, one in English and one in Urdu.

## 1.3 *Type of Open Competitive Bidding*

- 1.3.1 As per Rule 38(2)(a) of Punjab Procurement Rules 2014, Single Stage – Two Envelope Bidding Procedure shall be followed.
- 1.3.2 Clause 38(2)(a) of Punjab Procurement Rules 2014 stipulates that “Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:
  - 1.3.2.1 The bid shall be a single package consisting of **two separate envelopes, containing separately the financial and the technical proposals;**
  - 1.3.2.2 The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
  - 1.3.2.3 In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;
  - 1.3.2.4 The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and may reject any proposal which does not conform to the specified requirements;
  - 1.3.2.5 During the technical evaluation no amendments in the technical proposal shall be permitted;
  - 1.3.2.6 After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposal of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the validity period;
  - 1.3.2.7 The financial bids found technically non-responsive shall be returned unopened to the respective bidders; and against the written request by the technically disqualified bidder and adopting the following procedure.
    - 1.3.2.7.1 If technically disqualified bidder states that he is agreed with the decision of the purchaser and he is not filing any grievance against the decision.
    - 1.3.2.7.2 If the bidder files grievance petition and the same is rejected by the grievance redressal committee.
    - 1.3.2.7.3 The time for filing the grievance has lapsed.
    - 1.3.2.7.4 The contract has been signed by the purchaser with the lowest evaluated bidder.
  - 1.3.2.8 The lowest evaluated bidder shall be awarded the contract.

## 2 INSTRUCTIONS TO BIDDERS (ITB)

### 2.1 Bidding Details

- 2.1.1 All bids must be accompanied by Bid Security (Earnest Money) in the form of CDR, as per provisions of this tender document clause "Bid Security" in favor of "**Punjab Daanish Schools & Centers of Excellence Authority Lahore**". The complete bids as required under this tender document, must be delivered into the Tender Box placed in the Committee Room of PDS & CE Authority Lahore, not later than **02:30 pm** on last date of submission of bids i.e. **30-06-2017**, late bids shall not be accepted.
- 2.1.2 Technical bids shall be publicly opened at Punjab Daanish Schools & Centers of Excellence Authority Lahore, at **03:00 pm** on the same day. In case the last date of bid submission falls in/ within the official holidays, the last date for submission of the bids shall be the next working day.
- 2.1.3 Queries of the Bidders (if any) for seeking clarifications regarding the bidding documents of the Goods must be received in writing to the Purchaser till **29.06.2017**. Any query received after said date may not be entertained. All queries shall be responded to within due time.
- 2.1.4 The bidder shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document **Clauses** regarding "**Determination of Responsiveness of Bid**" and "**Rejection of the Bid**" for making their bids substantially responsive to the requirements of the Bidding Document.
- 2.1.5 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 2.1.6 The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/ cost quoted in the Bid to cover all obligations under this Bid Process.
- 2.1.7 It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.
- 2.1.8 The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser under this contract.
- 2.1.9 The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:
- Primary Contact**  
Name: Mr. Abdul Wahab  
Designation: Procurement Officer  
(General) Contact No: 042-99232095  
E-Mail: [po.authority@daanishschools.edu.pk](mailto:po.authority@daanishschools.edu.pk)
- Secondary Contact**  
Name: Lt Col (R) Jawad Ahmad Malik  
Designation: Manager Procurement  
(General) Contact No: 042-99230633  
E-Mail: [manager.admin@daanishschools.edu.pk](mailto:manager.admin@daanishschools.edu.pk)
- 2.1.10 Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot

be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

- 2.1.11 Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 2.1.12 The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 2.1.13 Failure to supply required Goods within the specified time period may invoke penalty as specified in this document.

## **3 TERMS AND CONDITIONS OF THE TENDER**

### **3.1 Definitions**

In this document, unless there is anything repugnant in the subject or context:

- 3.1.1 "Authorized Representative" means any representative appointed, from time to time, by the Purchaser and the Bidder/ Contractor.
- 3.1.2 "Bidder/ Tenderer" means the interested Firm/ Company that may provide or provides related goods / services to any of the public/ private sector organization under the contract and have registered for the relevant business thereof.
- 3.1.3 "Commencement Date of the Contract" means the date on which the signature of both purchaser and the contractor are affixed to the written contract.
- 3.1.4 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.1.5 "Contractor/ Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- 3.1.6 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.1.7 "Day" means calendar day.
- 3.1.8 "**Force Majeure**" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.
- 3.1.9 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.1.10 "Prescribed" means prescribed in the Tender Document.
- 3.1.11 "Purchaser" means the Punjab Daanish Schools & Centers of Excellence Authority Lahore or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.1.12 "Services" means "labor and transportation" services which the Contractor is required to provide the Purchaser under the Contract.
- 3.1.13 "Goods" means the Uniform/ It Equipment/ Security Equipment/ Crockery & Cutlery/ Electronic Items/ Messing/ Stationery/ Toiletry Items Medals & Laundry Services or any other required items.
- 3.1.14 "Works" means work to be done by the Contractor under the Contract.

### **3.2 Notice**

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Purchaser, the same shall be:

- 3.2.1 in writing;
- 3.2.2 issued within reasonable time;
- 3.2.3 served by sending the same by email/ courier to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 3.2.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

### **3.3 Tender Scope**

- 3.3.1 The Bidder shall have experience of implementing at least 3 x combined IT/Language Lab projects in Pakistan mentioned as lot 1,2 & 3.

- 3.3.2 Equipment quoted by the Bidder shall comprise make of only USA, UK, MALAYSIA or equivalent.
- 3.3.3 Bidder shall have experience of implementing at least 3 x Software deployment in Pakistan in combined IT/Language Lab projects mentioned as lot 1,2 & 3.
- 3.3.4 The Bidder shall complete the project by 30<sup>th</sup> July 2017.
- 3.3.5 Type of Item along with quantities is as under: -

### LOT 1 (2x Language Lab)

Sr No.	Item Type	Quantity	Estimated Price (Rs)	Bid Security (Rs)
1	Laptop Core i5	2	140000	576,250
2	Intel NUC	80	5,780,000	
3	24 Port gigabit Switch with 2 SFP Link	4	100,000	
4	12 U Cabinet with 24 Port Patch Panel & Cable Manager , Installation	4	92,000	
5	Cat6 Cable Roll	8	144,000	
6	face plate with I/O and back box & installation	100	55,000	
	Patch Cord 3 Meter	280	168,000	
7	Software Language Lab (Teacher)	2	26,000	
8	Software Language Lab ( Student)	80	500,000	
9	Head Phone with Mic	82	220,000	
10	All in One TV 82"	10	3,500,000	
11	UPS 6KVA with Long Backup	2	800,000	
<b>Grand Total</b>			<b>11,525,000</b>	

### LOT 2 (2x IT Lab)

Sr No.	Item Type	Quantity	Estimated Price (Rs)	Bid Security (Rs)
1	All in One PC 23.8"	82	8,118,000	473,850
2	24 Port gigabit Switch with 2SFP uplink	4	100,000	
3	12 U Cabinet with 24 Port Patch Panel & Cable Manager , Installation	4	92,000	
4	Cat6 Cable Roll	8	144,000	
5	face plate with I/O and back box & installation	100	55,000	
6	Patch Cord 3 Meter	280	168,000	
7	UPS 6KVA with Long Backup	2	800,000	
<b>Grand Total</b>			<b>9,477,000</b>	

### LOT 3 (Lab Networking)

Sr No.	Item Type	Quantity	Estimated Price (Rs)	Bid Security (Rs)
1	ODF 12 Port	10	45,630	101,105
2	24 Port Switch with 2 SFP Uplink	10	250,000	
3	Optical Fiber 8 Core	APA	300,000	
4	8 U Rack	20	76,050	
5	UPVC Pipe 1" with Accessories	362	70,000	
6	Fiber Patch Card SC-LC	32	21,902	
7	Fiver Patch Card SC-SC	32	21,902	
10	SPF Module LC Type	32	160,618	
11	UTP Cat 6 Roll	12	196,000	



12	RJ 45 IO with Back Box & Face Plate	100	55,000
13	Stone Tag of Indication of Burried OFC	APA	20,000
14	Digging & Refilling of /Soft soil 4 Feet	APA	300,000
15	Horiantal Boring of Road in Meter	APA	16,000
16	Patch Card UTP Cat 6 1 Meter	40	12,000
17	Patch Card UTP Cat 6 3 Meter	20	12,000
18	Splicing	APA	20,000
19	Manufacturing of Main hole 3*3 according to standards after every 50 Meter	APA	60,000
20	Fiber Outer Door Joint enclosure 12 Port	APA	40,000
21	Fluke Testing & documentation per node	APA	5,000
22	Ducting	APA	40,000
23	Patch Panel of IO 24 port	12	300,000
<b>Grand Total</b>			<b>2,022,102</b>

#### LOT 4

Sr No.	Item Type	Quantity	Estimated Price (Rs)	Bid Security (Rs)
1	Computer Table (Language Lab)	80	960,000	96,000
2	Computer Table (IT Lab )	80	960,000	
<b>Grand Total</b>			<b>1,920,000</b>	

- 3.3.2 Detailed Specifications are at **Annexure-G**
- 3.3.3 Picture will also be shared with the bidders if required.
- 3.3.4 PDS & CEA invites sealed technical and financial proposals to procure the above mentioned items.
- 3.3.5 Successful bidder is required to provide the above mentioned Items at Schools in Punjab & Head Office Lahore, as the case may be.
- 3.3.6 Tender Eligibility/ Qualification Criteria Eligible Bidder/ Tenderer is a Bidder/ Tenderer who:
- 3.3.7 Is Registered/ Incorporated under the laws of Pakistan;
- 3.3.8 Has Business experience of at least Five (5) years (Copy of work orders/ contracts signed with parties in last 5 years must be provided);
- 3.3.9 Has valid National Tax Number (NTN) and Registered for Sales Tax purposes.
- 3.3.10 Provides bank statements/ financial statements of last two years and Audited Reports of last five (5) years depicting sound financial strength.
- 3.3.11 Has submitted bid for complete lot of Goods along with relevant bid security.
- 3.3.12 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 3.3.13 If applicable, is authorized partner / reseller of the product; (Letter from manufacturer or partner)

**Note:** Verifiable documentary proof for all above requirements is mandatory, noncompliance will lead to disqualification.

### 3.4 Tender Cost

The Tenderer shall bear all costs/ expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible/ liable for those costs/ expenses.

	<b>Service &amp;</b>	<b>Financial Strength</b>	
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### 3.5 Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

### 3.6 Clarification of the Tender Document

- 3.6.1 The Tenderer may require further information or clarification of the Tender Document, before **29-06-2017** in writing. The clarification and its replies will be shared with all prospective bidders.
- 3.6.2 Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

### 3.7 Amendment of the Tender Document

- 3.7.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 3.7.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 3.7.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25 (3) of Punjab Procurement Rules, 2014.

### 3.8 Preparation / Submission of Tender

- 3.8.1 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English.
- 3.8.2 **Technical Proposal shall comprise the following:**
  - 3.8.2.1 Undertaking and Integrity Pact as per **Annexure-B & C**.
  - 3.8.2.2 Covering letter duly signed and stamped by authorized representative. **(Annexure-D)**
  - 3.8.2.3 Certificate of Company/ Firm Registration/ Incorporation under the laws of Pakistan
  - 3.8.2.4 Evidence of eligibility of the Tenderer
  - 3.8.2.5 Evidence of conformity of the Services to the Tender Document
  - 3.8.2.6 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
  - 3.8.2.7 Valid Registration Certificate for Income Tax & General Sales Tax/ Provincial Sales Tax
  - 3.8.2.8 Power of Attorney, if an authorized representative is appointed **(Annexure-E)**
  - 3.8.2.9 If applicable, authorized dealer / reseller letter

		Experience			Warranty			Marks
		10	40	20	10	10	10	100
Sr. No.	Name of Firm	Year of establishment . Full marks if more than 5 years, otherwise proportionate on yearly basis.	20 marks for 3 assignments of combined IT/Language Lab.10 marks for every other combined assignment .	10 marks for Deployment of Software in 3 assignments of combined in Pakistan.5 marks for every other combined assignment.	5 marks for one year warranty.2.5 marks for each next 6 months.	2 marks for bank statement of amounting to Rs.2 million up to maximum of 10 marks.	1 mark of deposit of tax amounting Rs. 20000 up to maximum 10 marks.	Total Marks Secured
		(a)	(b)	(c)	(d)	(e)	(f)	
1								
2								
3								
4								
5								

Passing Marks: 60

### 3.8.2.10 Technical Evaluation of Lot 1,2 & 3

### 3.8.2.11 Technical Evaluation of Lot 4

Sr No	Name of Supplier	Experience			Permanent Manufacturing Facility		Financial Strength		Taxation	Marks
		10	20	20	10	10	10	10	10	100
Sr No	Name of Supplier	Year of establishment . Full marks if more than 5 years, otherwise proportionate on yearly basis.	4 marks for each assignment of Rs. 1 million in last 5 years upto maximum 20 marks.	4 marks for each similar assignment of Rs. 1 million in previous years upto maximum 20 marks.	2 marks for each member of technical & accounts staff upto maximum 10 marks of same business.	10 marks for permanent manufacturing facility. (The manufacturing unit should be in the name of the company).	Audited reports of last five years duly audited by the reputed chartered accountant firms (2 marks for each year).	2 marks for working capital amounting to Rs. 2 million upto maximum of 10 marks.	1 mark of deposit of tax amounting Rs. 20000 upto maximum 10 marks.	Total Marks Secured
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
1										
2										
3										
4										
5										

Passing marks: 60

- 3.8.3 **Financial Proposals shall comprise the following**
- 3.8.3.1 Bid Submission Form (**Annexure-A**)
  - 3.8.3.2 Bid Security (**Earnest Money**), as per provisions of the clause Bid Security of this document.
  - 3.8.3.3 Price Schedule (**Annexure-F**)
- 3.8.4 **The Firm shall seal the Technical Proposal in an envelope duly marked as under:**

**Technical Proposal for**

Tender No. [Number of Tender & Title]  
[Name of the Purchaser]  
[Address of the Purchaser]  
[Name of the Firm]  
[Address of the Firm]  
[Phone No. of the Firm]

- 3.8.5 **The Firm shall seal the Financial Proposal in an envelope duly marked as under:**

**Financial Proposal for**

Tender No. [Number of Tender & Title]  
[Name of the Purchaser]  
[Address of the Purchaser]  
[Name of the Firm]  
[Address of the Firm]  
[Phone No. of the Firm]

- 3.8.6 **The Firm shall seal the Technical and Financial Proposal in an outer envelope duly marked as under:**

**Strictly Confidential**

**Technical and Financial Proposal for**

Tender No. [Number of Tender & Title]  
[Name of the Purchaser]  
[Address of the Purchaser]  
[Name of the Firm]  
[Address of the Firm]  
[Phone No. of the Firm]

- 3.8.7 The Tender shall be dropped in the prescribed Tender Box placed at the Conference Room of PDS & CE Authority, not later than ----- on last date of submission of bids. No late bid shall be accepted.
- 3.8.8 This is made obligatory to affix authorized signatures with official stamp on all documents, annexures, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by the tenderer, otherwise bid may be rejected.

**3.9 Tender Price**

The quoted price shall be:

- 3.9.1 Best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;
- 3.9.2 In Pak Rupees;
- 3.9.3 inclusive of all taxes, duties, levies, insurance, freight, transportation, installation, commissioning, testing etc.
- 3.9.4 If not specifically mentioned in the Tender, it shall be presumed that the quoted price is as per the above requirements.
- 3.9.5 Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed financial Proposal (**Annexure-F**).
- 3.9.6 The bidder must provide price of each item as per (**Annexure-F**).
- 3.9.7 Bid with the lowest aggregated price will be awarded the contract.
- 3.9.8 The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:

- 3.9.8.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the Bid Form, the amount which tallies with the Total Bid Price entered in the Price Schedule, shall govern.
- 3.9.8.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 3.9.8.3 If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 3.9.8.4 The Bid price as determined after arithmetic corrections shall be termed as the Corrected Total Bid Price which shall be binding upon the Bidder.
- 3.9.8.5 Adjustment shall be based on corrected Bid Prices. The price determined after making such adjustments shall be termed as Evaluated Total Bid Price.
- 3.9.8.6 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Bid Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
- 3.9.8.7 The Bidder shall state the Bid Price for the payment terms outlined in the Conditions of Contract will be considered for the evaluation of the Bid.
- 3.9.8.8 The Bidders may offer discounts for items which shall be taken into account in the evaluation of the Bids so as to determine the Bid offering the lowest evaluated cost for the Purchaser in deciding award(s) for whole bid

### **3.10 Bid Security (Earnest Money)**

The Tenderer shall furnish the Bid Security (Earnest Money) as under:

- 3.10.1 Shall be in the form of Call Deposit Receipt/DD/PO in the name of Punjab Daanish Schools & Centers of Excellence Authority Lahore;
- 3.10.2 Shall be a sum equivalent to 05% of the Estimated Price of the relevant lot(s)
- 3.10.3 Denominated in Pak Rupees;
- 3.10.4 Shall be included in the envelop of sealed financial proposal;
- 3.10.5 Having a minimum validity period of ninety days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 3.10.6 The bid security shall be returned to the technically disqualified Bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful Bidder on furnishing the Performance Guarantee.

### **3.11 Tender Validity**

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security as per Clause 28(4)(c).

### **3.12 Modification / Withdrawal of the Tender**

- 3.12.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 3.12.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

### **3.13 Opening of the Tender**

- 3.13.1 Technical proposals shall be opened at **03:00** on the last date of submission of bids **30-06-2017** in the presence of the Tenderer(s) who may choose / wish to be present without further invitation. In case the last date of bid submission falls in/ within the official holidays, the last date for submission of the bids shall be the next working day.
- 3.13.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

### **3.14 Clarification of the Tender**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm any ambiguity / the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

### **3.15 Tender Fee**

The bidding documents can be purchased from the Procurement Department of Purchaser during office hours against a sum of **Rs.5000**.

### **3.16 Provision of Samples**

Bidders are required to provide such number of samples as determined by the Purchaser.

### **3.17 Determination of Responsiveness of the Bid (Tender)**

The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

- 3.17.1 Meets the eligibility criteria given herein this tender document;
- 3.17.2 Offers fixed price for all Goods as per Price Schedule;
- 3.17.3 Is accompanied by the required Bid Security as part of financial proposal;
- 3.17.4 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 3.17.5 A material deviation or reservation is one which affects the scope, quality goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 3.17.6 The Tender determined as not substantially responsive may not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

### **3.18 Technical and Financial Evaluation of Proposal**

The Bidders who have duly complied with the Tender Eligibility/ Qualification Criteria will be eligible for further processing.

- 3.18.1 During the technical evaluation no amendments in the technical proposal shall be permitted
- 3.18.2 The Bidders conforming to Clause 3.4 of this document will be considered for financial evaluation.
- 3.18.3 After evaluation of the technical proposals, financial proposals of the technically accepted/ responsive bids will be opened, publically at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;

- 3.18.4 The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders;
- 3.18.5 After the evaluation and approval of the technical & financial proposals, the procuring agency shall intimate to successful & unsuccessful bidders by letters.
- 3.18.6 The lowest evaluated bidder shall be awarded the contract
- 3.18.7 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

### **3.19 Rejection of the Bid**

The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser 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. The Purchaser shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014). The Tender shall be rejected if it is:

- 3.19.1 Substantially non-responsive in a manner prescribed in this tender document;  
or
- 3.19.2 Submitted in other than prescribed forms, annexes, documents by other than specified mode; or
- 3.19.3 Incomplete, partial, conditional, alternative, late; or
- 3.19.4 A single outer envelope not containing separate sealed technical and sealed financial proposal and relevant bid security is not attached with sealed financial proposal;
- 3.19.5 The Tenderer has conflict of interest with the Purchaser; or
- 3.19.6 The Tenderer tries to influence the Tender evaluation/ Contract award; or
- 3.19.7 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 3.19.8 The Tenderer fails to meet the requirements of Tender Eligibility/ Qualification Criteria
- 3.17.9 The Tenderer fails to meet the Technical and Financial evaluation of Proposal;
- 3.19.9 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 3.19.10 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

### **3.20 Performance Guarantee**

The successful contractor shall furnish Performance Guarantee as under:

- 3.20.1 Within Seven (07) working days of the receipt of acceptance letter from the purchaser.
- 3.20.2 In the form of a CDR, issued by a scheduled bank operating in Pakistan;
- 3.20.3 For a sum equivalent to 10% (Ten Percent) of the contract value;
- 3.20.4 In Pak Rupees;
- 3.20.5 Have a minimum validity period of (90) ninety days from the date of Award Notification or until the date of completion of work, whichever is later.
- 3.20.6 The proceeds of the Performance Guarantee may be payable to the Purchaser, on occurrence of any/ all of the following conditions:
  - 3.18.6.1 If the contractor commits a default under the Contract;
  - 3.18.6.2 If the contractor fails to fulfill any of the obligations under the Contract;
  - 3.18.6.3 If the contractor violates any of the terms and conditions of the Contract.
- 3.20.7 The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.

### **3.21 Award Criteria**

The eligible bidder/ tenderer as per clause-3.4 of this tender document fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary

requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

### **3.22 Acceptance Letter**

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

### **3.23 Redressal of grievances by the procuring agency**

The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- 3.23.1 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 3.23.2 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 3.23.3 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.



## 4 CONTRACT AGREEMENT

**Contract Title:** \_\_\_\_\_  
\_\_\_\_\_

**Procurement of :** \_\_\_\_\_

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Punjab Daanish Schools & Centers of Excellence Authority** (the “Purchaser”), on the one part,

and

**[full legal name of Contractor & Address]**, on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

### RECITALS

WHEREAS,

- (a) The Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the goods as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to supply the Goods and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and remedying of damage therein.
- 3. The following shall be deemed to form and be read and construed as part of this Contract:
  - a. The Tender Document
  - b. Terms and Conditions of the Contract
  - c. Bidder’s Proposal
  - d. The Technical Specifications
  - e. Tender Form
  - f. Price Schedule
  - g. Affidavit(s)
  - h. Performance Guarantee
- 4. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **PDS & CE Authority:**

For **[full legal name of the Contractor]:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

**WITNESSES**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

CNIC \_\_\_\_\_

CNIC \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

## 5 CONDITIONS OF CONTRACT

### 5.1 Contract

Immediately on receipt of acceptance letter, the successful Tenderer shall arrange the Stamp Paper for signing of the contract provided in the tender documents. The Tenderer shall sign and date the Contract and return it to the Purchaser.

### 5.2 Contract Duration

The Contract duration shall be for the period of twelve (12) months from the date of signing of Contract or until the completion of work.

### 5.3 Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### 5.4 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

### 5.5 Standards

The Goods supplied under this Contract shall conform to the authoritative latest industry standards.

- 5.5.1 Supplies will be compared with the samples provided by the Contractors.
- 5.5.2 Inspections of the manufacturing facilities / show rooms / warehouses can be undertaken at any time.
- 5.5.3 Laboratory tests, whenever applicable, will be conducted at the expense of the contractor.
- 5.5.4 Necessary certifications can be asked for and examined to conform to standards.

### 5.6 Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Services or any part thereof.

### 5.7 Delivery

- 5.7.1 The contractor shall deliver the Goods by 30<sup>th</sup> of July 2017. However, with mutual agreement this period can be shortened.
- 5.7.2 However, in extra ordinary circumstances this period may be extended by the purchaser on his sole discretion upon a written request of contractor.
- 5.7.3 The Contractor shall provide the required Goods as is sufficient to prevent the damage or deterioration during storing and transit to their final destination as indicated in the Contract.
- 5.7.4 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Goods is completed.
- 5.7.5 The Contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery. If it shall appear to the Purchaser that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the right items of the Goods thereof.
- 5.7.6 The Contractor shall ensure to get signed "Satisfactory Good Receipt Note" from Purchaser Representative upon successful discharge of Services.

## **5.8 Work Completion Certificate**

The Purchaser will issue Work Completion Certificate/ Satisfactory Reports to the Contractor upon successful completion of delivery of goods and after due verification /checking/counting etc. of the goods keeping in view the nature of goods. which the Contractor is liable to provide in consideration of this Contract.

## **5.9 Payment**

- 5.9.1 The Contractor shall provide separate breakup of item wise goods in the invoice.
- 5.9.2 The Purchaser shall pay the amount verified to the contractor. Payment shall not be made in advance and against partial deliveries until work completion certificate along with Satisfactory Report is issued by the Purchaser. The Purchaser shall make payment for the goods supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque/ PO/DD/CDR.
- 5.9.3 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

## **5.10 Price**

The Contractor shall not charge prices for the Goods supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

## **5.11 Contract Amendment**

- 5.11.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations.
- 5.11.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 5.11.3 The Change shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 5.11.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

## **5.12 Assignment / Subcontract**

- 5.12.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 5.12.2 The Contractor shall guarantee that any and all assignees/ subcontractors of the Contractor shall, for performance of any part/ whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the work under the contract.

## **5.13 Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

## **5.14 Liquidated Damages**

If the Contractor fails to provide the required Goods as is sufficient to prevent the damage or deterioration of Goods during storing as indicated in the Contract, the Purchaser may either deduct the amount from the Contract Price or the contractor shall pay the purchaser the amount equal to the original cost of the damaged/lost Goods due to any reason e.g. Accident, rain, damage and theft etc.

If the Contractor fails to provide any item within delivery time, 0.2 % penalty may be imposed for that particular item per day.

### **5.15 Blacklisting**

If the Contractor fails/ delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action/ remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per Rule 21 and Schedule appended to Punjab Procurement Rules, 2014.

### **5.16 Termination for Default**

- 5.16.1 If the Contractor fails/ delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 5.16.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

### **5.17 Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

### **5.18 Force Majeure**

- 5.18.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute will be referred for resolution by arbitration by one or more arbitrators selected in accordance with mutual consultation. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- 5.18.2 The Contractor may not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.
- 5.18.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform 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.
- 5.18.4 Force Majeure shall not include

5.18.4.1 Any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor

5.18.4.2 Any event which a diligent Party could reasonably have been expected to both

5.18.4.2.1 Take into account at the time of the conclusion of this Contract and

5.18.4.2.2 Avoid or overcome in the carrying out of its obligations here under.

5.18.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **5.19 Dispute Resolution**

5.19.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

5.19.2 If, after thirty (30) working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration by one or more arbitrators selected in accordance with mutual consultation. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

### **5.20 Statutes and Regulations**

5.20.1 The Contract shall be governed by and interpreted in accordance with the laws of Punjab, Pakistan.

5.20.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

5.20.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

### **5.21 Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, from time to time, by the Provincial as well as Federal Government.

### **5.22 Contract Cost**

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract Agreement and the Purchaser shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

### **5.23 Service & Warranty**

Contractor shall be responsible for after sales service and warranty on mutually agreed terms & conditions, where applicable.

### **5.24 Authorized Representative**

5.24.1 The Purchaser or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

5.24.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser or the Contractor.

- 5.24.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 5.24.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 5.24.5 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

## 6 SPECIAL STIPULATIONS (BID DATA SHEET)

<b>SPECIAL STIPULATIONS (BID DATA SHEET)</b>		
<b>For ease of Reference, certain special stipulations are as under:</b>		
Reference	Description	Details
<b>Clause 2.1.2</b>	<b>Last date and time for the submission of bidding document</b>	
<b>Clause 2.1.3</b>	<b>Date, time and venue of opening of technical</b>	
<b>Clause 5.4</b>	<b>Language of bid</b>	English
<b>Clause 3.11</b>	<b>Bid Security (Earnest Money)</b>	<p>The Contractor shall furnish the Bid Security (earnest Money) as under:</p> <ul style="list-style-type: none"> <li>• In the form of Call Deposit Receipt, in the name of the Purchaser for a sum equivalent to 05% of the Estimated Price of the relevant lot (s).</li> <li>• Denominated in Pak Rupees;</li> <li>• Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Guarantee, whichever is later.</li> </ul>
<b>Clause 3.10</b>	<b>Bid Price</b>	Should be best and final prices including all applicable taxes as no negotiations on the prices are allowed
<b>Clause 3.12</b>	<b>Bid validity period</b>	90 Days
<b>Clause 1.3</b>	<b>Bidding procedure</b>	Single stage – Two Envelop Procedure
<b>Clause 3.19</b>	<b>Performance Guarantee</b>	10% of Contract Amount
<b>Clause 5.7</b>	<b>Delivery</b>	<ul style="list-style-type: none"> <li>• The contractor shall deliver &amp; install the Goods by 30<sup>th</sup> of July after issuance of Acceptance Letter / Singing of contract.</li> <li>• The contractor shall ensure to get signed “Satisfactory Good Receipt Note” from Purchaser Representative upon successful delivery of goods.</li> </ul>
<b>Clause 5.14</b>	<b>Liquidated damages for failure / delay in supply of services by the contractor</b>	If the contractor fails to deliver the good in time as specified in the scope of work. 0.2% of the quoted price of that particular item shall be imposed as penalty (per day).
<b>Clause 2.1.9</b>	<b>Contact Person for communication</b>	Mr. Abdul Wahab Procurement Officer PDS & CEA 042-99230633



## 7 ANNEXURES

### Annexure-A

#### To be submitted with technical proposals

#### BID SUBMISSION FORM

[Location, Date]

To \_(Name and address of Purchaser)\_

Dear Sir,

We, the undersigned, offer to provide the \_ (Insert title of assignment) in accordance with your Bidding Document No. \_\_\_\_\_ dated \_(insert date)\_.

Our Bid shall be binding upon us up to expiration of the validity period of the Bid, i.e. before the date indicated in \_\_\_\_\_ of the Bid Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted 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 Bid Document.

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

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**To be submitted with technical proposal**

**UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information/ documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature

(Company Stamp)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

**To be submitted on legal stamp paper of Rs.100 duly attested by oath Commissioner with technical proposal**

**AFFIDAVIT**

**(Integrity Pact)**

We \_ (Name of the bidder / supplier)\_ being the first duly sworn on oath submit, that Mr. / Ms.

\_\_\_\_\_ (If participating through agent / representative) is the agent / representative duly authorized by \_ (Name of the bidder company)\_ hereinafter called the Contractor to submit the attached bid to the \_ (Name of the Purchaser)\_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_ (Name of the Purchaser)\_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

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

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

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by

[the Seller/Supplier/Contractor] 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 the Purchaser.

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

**To be submitted with technical proposal**

**FORMAT FOR COVERING LETTER**

To  
(Name and address of Purchaser)

**Sub:** \_\_\_\_\_.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b) We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of \_\_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the \_(insert name of the Purchaser)\_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

\_\_\_\_\_  
Authorized Signatures with Official Stamp

**Format of Power-of-Attorney**

**To be submitted with technical proposal**

**POWER OF ATTORNEY**

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)  
(Name, Designation and Address)  
Accepted  
(Signature)  
(Name, Title and Address of the Attorney)

Date:

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**INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common stamp affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**To be submitted with financial Proposal**

**PRICE SCHEDULE**

**Lot # 1**

Sr #	Item	Unit Price	Taxes	Gross Price	Total Quantity	Total Price
		(1)	(2)	(3) = (1+2)	(4)	(3) x (4)
1	Laptop Core i5					
2	Intel NUC					
3	24 Port Switch					
4	12 U Cabinet with 24 Port Patch Panel & Cable Manager , Installation					
5	Cat6 Cable Roll					
6	face plate with I/O and back box & installation					
7	Patch Cord 3 Meter					
8	Software Language Lab (Teacher)					
9	Software Language Lab ( Student)					
10	Head Phone with Mic					
11	All in One TV 82''					
12	UPS 6KVA with Long Backup					
Total						

**Lot # 2**

Sr #	Item	Unit Price	Taxes	Gross Price	Total Quantity	Total Price
		(1)	(2)	(3) = (1+2)	(4)	(3) x (4)
1.	All in One PC 23.8''					
2.	24 Port Switch					
3.	12 U Cabinet with 24 Port Patch Panel & Cable Manager, Installation					
4.	Cat6 Cable Roll					
5.	face plate with I/O and back box & installation					
6.	Patch Cord 3 Meter					
7.	UPS 6KVA with Long Backup					
Total						

**Lot # 3**

Sr #	Item	Unit Price	Taxes	Gross Price	Total Quantity	Total Price
		(1)	(2)	(3) = (1+2)	(4)	(3) x (4)
1	ODF 12 Port					
2	24 Port Switch with 2 SFP Uplink					
3	Optical Fiber 8 Core					
4	8 U Rack					
5	UPVC Pipe 1" with Accessories					
6	Fiber Patch Card SC-LC					
7	Fiber Patch Card SC-SC					
10	SPF Module LC Type					
11	UTP Cat 6 Roll					
12	RJ 45 IO with Back Box & Face Plate					
13	Stone Tag of Indication of Burried OFC					
14	Digging & Refilling of /Soft soil 4 Feet					
15	Horiantal Boring of Road in Meter					
16	Patch Card UTP Cat 6 1 Meter					
17	Patch Card UTP Cat 6 3 Meter					
18	Splicing					
19	Manufacturing of Main hole 3*3 according to standards after every 50 Meter					
20	Fiber Outer Door Joint enclosure 12 Port					
21	Fluke Testing & documentation per node					
22	Ducting					
23	Patch Panel of IO 24 port					
Total						

**Lot # 4**

Sr #	Item	Unit Price	Taxes	Gross Price	Total Quantity	Total Price
		(1)	(2)	(3) = (1+2)	(4)	(3) x (4)
1.	Computer Table (Language Lab)					
2.	Computer Table (IT Lab )					
Total						

**To be submitted with Technical Proposal****TECHNICAL SPECIFICATIONS****Lot # 1**

Sr #	Item	Make, Brand, Model	Specification	Qty	Pics (if applicable)
1	Laptop Core i5	Lenovo idea Pad or Equivalent	Cori5-7200U , 4GB/1TB,15.6 Inch Dos.	2	
2	Intel NUC	NUC6-13SYH or Equivalent	Cori3-6100U Processor (3M Cache), 4GB Ram/1TB HD with 18.5 LED, Mouse & keyboard	80	
3	24 Port Switch	Cisco or equivalent	gigabit Switch with 2 SFP Link	4	
4	12 U Cabnit with 24 Port Patch Pannel & Cable Manager , Installation		12 U Cabnit with 24 Port Patch Pannel & Cable Manager , Installation	4	
5	Cat6 Cable Roll		100% copper	8	
6	face plate with I/O and back box & installation		face plate with I/O and back box & installation	100	
7	Patch Cord 3 Meter		Coper 100%	280	
8	Software Language Lab (Teacher)		Class room Management Software	2	
9	Software Language Lab ( Student)		Class room Management Software	80	
10	Head Phone with Mic		Clear sound	82	
11	All in One TV 82"		OGT75 Touch Screen Monitor Specification or equivalent	10	
12	UPS 6KVA with Long Backup		Min 5000 Watt output with long backup	2	

**Lot # 2**

Sr #	Item	Make, Brand, Model	Specification	Qty	Pics (if applicable)
1.	All in One PC 23.8"	ASUS or equivalent	23.8 " wide screen full HD 1920*1080 LED back light , Inter @ core i3 6100U 2.3 Ghz 3 MB smart cache HD Graphics 520, 4GB/ 500 GB , keyboard , mouse built in speakers with windows 10 Home	82	
2.	24 Port Switch	Cisco or equivalent	gigabit Switch with 2 SFP Link	4	
3.	12 U Cabnit with 24 Port Patch Pannel & Cable Manager , Installation		12 U Cabnit with 24 Port Patch Pannel & Cable Manager , Installation	4	
4.	Cat6 Cable Roll		Copper 100 %	8	
5.	face plate with I/O and back box & installation		face plate with I/O and back box & installation	100	
6.	Patch Cord 3 Meter		Copper 100 %	280	





7.	UPS 6KVA with Long Backup		Min 5000 Watt output with long backup	2	
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### Lot # 3

Sr No	Item Type	Make, Brand, Model	Specification	Quantity	Pics (if applicable)
1	ODF 12 Port			10	
2	24 Port Switch with 2 SFP Uplink			10	
3	Optical Fiber 8 Core			APA	
4	8 U Rack			20	
5	UPVC Pipe 1" with Accessories			362	
6	Fiber Patch Card SC-LC			32	
7	Fiber Patch Card SC-SC			32	
10	SPF Module LC Type			32	
11	UTP Cat 6 Roll			12	
12	RJ 45 IO with Back Box & Face Plate			100	
13	Stone Tag of Indication of Burried OFC			APA	
14	Digging & Refilling of /Soft soil 4 Feet			APA	
15	Horiantal Boring of Road in Meter			APA	
16	Patch Card UTP Cat 6 1 Meter			40	
17	Patch Card UTP Cat 6 3 Meter			20	
18	Splicing			APA	
19	Manufacturing of Main hole 3*3 according to standards after every 50 Meter			APA	
20	Fiber Outer Door Joint enclosure 12 Port			APA	
21	Fluke Testing & documentation per node			APA	
22	Ducting			APA	
23	Patch Panel of IO 24 port			12	

## Lot # 4

Sr #	Item	Specification	Qty	Pics
1.	Computer Table (Language Lab)	Top size =30"x24" Cream color Top height =30" Cream color Side height =48" Blue CPU Rack=12"x20"x6" Blue Structure made of MDF laminated board with 2mm imported PVC edge binding. One key board tray with imported vailing (Front glass 12 mm thick with polished edges). CPU Rack made of same MDF Lamination board. Imported wheels used under CPU Rack.	80	
2.	Computer Table (IT Lab )	Top size =30"x24" off white Top height =30" off white Side/front height =48" Brown light CPU Rack=12"x20"x6" Brown light Structure made of MDF laminated board with 2mm imported PVC edge binding. One key board tray with imported vailing CPU Rack made of same MDF Lamination board. Imported wheels used under CPU Rack.	80	
<b>CPU Rack</b>				