**PUNJAB INFORMATION TECHNOLOGY BOARD**
**(PITB)**

# INVITATION TO BID

**1.** Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for SUPPLY, INSTALLATION & COMMISSIONING OF PLC CONTROL SYSTEM ON ONE 740 TON KAWASAKI ABSORPTION CHILLER AT ASTP:

| Sr. # | Description | Estimated Cost | Bid Security (2%) |
|---|---|---|---|
| 1 | Supply, Installation and Commissioning of PLC System for One Kawasaki Chiller | 1,500,000/- | 30,000/- |

2. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
3. The tender document is available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.
4. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, not later than **1500** Hours on last date of submission of bids i.e., **22 April, 2021** and bids shall be opened at **1530** Hours on the same date, as per PPRA Rules, 2014.
5. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids.

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

**Director (Development & Procurement)**
**Punjab Information Technology Board**
**13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore.**
**Ph: (042) 35880062, Fax (042) 99232123 Web www.pitb.gov.pk**

# Tender Document

**Tender No. 108042021-1**

# SUPPLY, INSTALLATION & COMMISSIONING OF PLC CONTROL SYSTEM ON ONE 740 TON KAWASAKI ABSORPTION CHILLER AT ASTP


**Punjab Information Technology Board (PITB)**

13th Floor, Arfa Software Technology Park (ASTP),

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123)

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## Important Note:

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 or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

### Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

# 1. Invitation to Bid

## 1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website. 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)

As per Rule 12(1), this Tender is being placed online at websites of the Purchaser and PPRA.

The tender document is available in the office of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is **Rs. 1,000/-.** Tender Document is also available at **www.pitb.gov.pk** and **www.ppra.punjab.gov.pk** and may be downloaded free of cost.

All prospective bidders are required to collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of **Rs. 1,000/-** in PITB's account. The deposit slip / Challan Form must accompany respective bid.

## 1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

(iii) 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;

(iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

(vii) the financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later; provided that the procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency; and

(viii) the lowest evaluated bidder shall be awarded the contract.

## 2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of **"Punjab Information Technology Board"**. The complete bids as per required under this tender document must be delivered into the Tender Box, placed at reception of Punjab Information Technology Board, not later than **1500 hours** on last date of submission of bids i.e., **22 April, 2021,** late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at **1530 hours** on **22 April, 2021**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Hardware / Goods / Services must be received in writing to the Purchaser till **13 April, 2021**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a pre-bid meeting on **14 April, 2021,** at **11:00 AM**, at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

The bidder shall submit bids which comply with the Bidding Document. **Alternative bids and options** shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **"Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender"** for making their bids substantially responsive to the requirements of the Bidding Document.

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.

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.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

**Primary Contact**
**Ashfaq Ahmad**
Manager Mechanical & HVAC (ASTP)
Cell #: 0333 4345502
**Email**: ashfaq.ahmad@astp.punjab.gov.pk
5th Floor, Arfa Software Technology Park,
346-B, Ferozepur Road, Lahore, Pakistan.

**Secondary Contact**
**M. Imran**
Cell # 03454007413
**Email**: muhammad.imran@astp.punjab.gov.pk
1th Floor, Arfa Software Technology Park,
346-B, Ferozepur Road, Lahore, Pakistan.

**M. Jahanzaib Khan**
Assistant Director (D&P)
**Email**: jahanzaib.khan@pitb.gov.pk
13th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) 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.

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.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

## TERMS AND CONDITIONS OF THE TENDER

### 3. Definitions

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

3.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

3.2 “Availability and Reliability” means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

3.3 "Client" means the Project lead of technical wing of the Purchaser for whose’ particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

3.4 “Bidder” means the interested Firm/Company/Supplier/Distributors that may provide or provides the Supply, Installation & Commissioning etc. of PLC system and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

3.6 "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.

3.7 "Contractor / Vendor" means the Bidder whose bid has been accepted and awarded Letter of Intent for a specific item followed by the signing of Contract.

3.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.

3.10 "Day" means calendar day.

3.11 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.

3.12 "Goods" means Hardware / PLC System etc. and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.

3.13 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.14 "Prescribed" means prescribed in the Tender Document.

3.15 "Purchaser" means the Punjab Information Technology Board (PITB) 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.

3.16 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

3.17 "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

3.18 “Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.19 “Works” means work to be done by the Contractor under the Contract.

3.20 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

### 4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall

also include the plural and vice versa where the context so requires.

## 5. Notice

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

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", “consent”, “approve”, "instruct", shall be construed accordingly.

## 6. Tender Scope

6.1 Punjab Information Technology Board (PITB), (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for supply of PLC (Programmable Logic Control) system for one (01) Absorption Chiller (Kawasaki ∑ TBC-740AN7CS) at ASTP Building (hereinafter referred to as “the Goods”) and for installation, commissioning & after-sale support of said Goods (hereinafter referred to as “the Services”).

6.2 The materials / services shall be delivered at Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore. Detail requirements and specifications are attached at **Annex-A**.

## 7. Tender Eligibility/Qualification Criteria

7.1 Eligible Bidder is a Bidder who:

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last one (01) year;

7.1.2 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);

7.1.3 Has submitted bid for complete requirement along with relevant bid security. Non-compliance of the same shall cause rejection of the bid.

7.1.4 Has not been blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan (Submission of undertaking);

7.1.5 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.

7.1.6 Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.

a. “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

b. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

## 8. Tender Cost

The Bidder 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.

## 9. Joint Venture / Consortium

Joint venture / consortium is not eligible for this tender.

## 10. Examination of the Tender Document

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

## 11. Clarification of the Tender Document

The Bidder may require further information or clarification of the Tender Document, within **05 (five)** calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

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 (e.g., e-mail or letter) 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.

## 12. Amendment of the Tender Document

12.1 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).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Bidders as per Rule-25(4) of Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-29 of Punjab Procurement Rules, 2014.

## 13. Preparation / Submission of Tender

13.1 The Bidder must bid for complete requirement under this tender.

13.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

13.4 The Tender shall be in two parts i.e., the technical proposal and the financial proposal. Each proposal shall be in two sets i.e., the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

13.5 Technical Proposal shall comprise the following, **without quoting the price**:

- 13.5.1 Technical Proposal Form (**Annexure-B**)
- 13.5.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-G&H**)
- 13.5.3 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
- 13.5.4 Evidence of eligibility of the Bidder and the Goods / Services.
- 13.5.5 Evidence of conformity of the Goods / the Services to the Tender Document
- 13.5.6 Undertaking and Evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials.
- 13.5.7 Technical Brochures / Literature
- 13.5.8 Details of Warranty and After-Sale Service
- 13.5.9 Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan.
- 13.5.10 Valid Registration Certificate for Income Tax & Sales Tax
- 13.5.11 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

13.6 The Financial Proposal shall comprise the following:

13.6.1 Financial Proposal Form (**Annexure-C**)

13.6.2 Price Schedule **(Annexure-D**)

13.6.3 Bid Security**, (Earnest Money),** as per provisions of the clause Bid Security of this document.

13.7 The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for
Tender Name:
Tender No. **108042021-1**

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

13.8 The Bidder shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender Name:
Tender No. **108042021-1**

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

13.9 The Bidder shall follow the same process for the Financial Tender.

13.10 The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for
Tender Name:
Tender No. **108042021-1**
Strictly Confidential

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.11 The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for

Tender Name:

Tender No. **108042021-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

13.12 The Bidder may enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Documents, Brochures, Literature, etc., in the form of PDF and Scanned images, with the hard copies.

13.13 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than **1200 hours** on last date of submission of bids. No late bid shall be accepted.

13.14 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

## 14. Tender Price

14.1 The quoted price shall be:

14.1.1 in Pak Rupees;

14.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;

14.1.3 best / final / fixed and valid until completion of all obligations under the Contract i.e., not subject to variation / escalation;

14.1.4 Including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).

14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

14.4 In case of locally produced materials/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported materials/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

## 15. Bid Security (Earnest Money)

15.1 The bid security amount has been calculated as per provisions of Rule-27 "Bid Security" of PPRA

Rules, 2014 (i.e., not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) as under:

15.1.1 For a fixed amount as mentioned in following table:

| Sr. # | Description | Estimated Cost | Bid Security (2%) |
|---|---|---|---|
| 1 | Supply, Installation and Commissioning of PLC System for One Kawasaki Chiller | 1,500,000/- | 30,000/- |

15.1.2 Denominated in Pak Rupees;

15.1.3 As part of financial bid envelope;

15.1.4 in the form of Bank Guarantee / Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.5 Have a minimum validity period of **one hundred and twenty (120) days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

15.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or

15.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or

15.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

15.3 The Bid security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only after the award of contract. The Bid Security shall be returned to the successful Bidder upon furnishing of the Performance Security.

## 16. Tender Validity

The Tender shall have a minimum validity of **ninety (90) days** from the last date for submission of the Tender. The Purchaser may solicit the Bidder'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 Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## 17. Modification / Withdrawal of the Tender

17.1 The Bidder 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.

17.2 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.

## 18. Opening of the Tender

18.1 Tenders (Technical Bids) shall be opened at **1530 hours** on the last date of submission of bids i.e., **22 April, 2021,** in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

18.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

18.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

## 19. 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 Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

## 20. Determination of Responsiveness of the Bid (Tender)

20.1 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, substantially responsive Tender is one which:

20.1.1 meets the eligibility criteria given herein this tender document/ the Goods / the Services;

20.1.2 meets the Technical Specifications for the Goods / the Service;

20.1.3 meets the delivery period / point for the Goods / the Services;

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations for the Goods / the Services. Whereby no optional offer/bid or price is allowed.

20.1.6 is accompanied by the required Bid Security as part of financial bid envelope;

20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;

20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

## 21. Correction of errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

21.1.2 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.

21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

21.4 No credit shall be given for offering delivery period earlier than the specified period.

## 22. TECHNICAL EVALUATION CRITERIA

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

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

| Category | Description | Points |
|---|---|---|
| **Legal (Mandatory)** | Valid Income Tax Registration *Registered for at least last one (01) year. | Required |
| | Valid General Sales Tax Registration (Status = Active with FBR) | Required |
| | **Single undertaking covering following aspects:**<br>i. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan.<br>ii. In full compliance of the Execution Schedule and Delivery Period mentioned in tender document.<br>iii. Compliance to the technical specifications of Hardware / Goods / Services (all items) to be procured mentioned vide **Annex-A** of this document and that should include specific make and model enclosed with the bid. | Required |

**Note:**

i. Verifiable documentary proofs for all above requirements are required and bids will be evaluated on the basis of these verifiable proofs. Bidder must include checklist for above requirements in their bid.

ii. The result of the technical evaluation will be announced at least one (01) day before the opening of financial bids. Said one day time will be given for the grievance regarding technical qualification / disqualification of the bidders. However, after lapse of given time between the declaration of technical evaluation report and opening of the financial no grievance petition would be entertained concerning the technical qualification / disqualification of the bidder. The objection after the opening of the financial bid would remain restricted to the financial bid only.

## 23. FINANCIAL PROPOSAL EVALUATION

23.1 Technically qualified/successful bidder(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.2.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.3 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Intent (LOI) till termination of the signed contract in this regard.

## 24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. 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 its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Tender shall be rejected if it is:

- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, documents / by other than specified mode; or
- 24.2.3 incomplete, partial, conditional, alternative, late; or
- 24.2.4 bid not submitted with relevant bid security; or
- 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.6 the Bidder refuses to accept the corrected Total Tender Price; or
- 24.2.7 the Bidder has conflict of interest with the Purchaser; or
- 24.2.8 the Bidder tries to influence the Tender evaluation / Contract award; or
- 24.2.9 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.10 the Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11 the Bidder fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12 the Bidder has been blacklisted by any public or private sector organization;
- 24.2.13 the Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.14 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.
- 24.2.15 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.16 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.17 If the rates quoted by vender are not workable or on higher side etc.

## 25. Award Criteria

25.1. At first step, eligible bidder(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

25.2. At second step, technically qualified and successful bidder(s) 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, irrespective of their score in the previous step.

## 26. Intent Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Intent Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA 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.

## 27. Performance Security

27.1 The successful Bidder/The Contractor shall furnish Performance Security as under:

- 27.1.1 within twenty-eight (28) days of the receipt of the Intent Letter from the Purchaser;
- 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document, whereas, if the individual contract amount is < PKR 3 million, performance securities in the shape of demand draft / pay order may be accepted along with undertaking regarding its renewal by the Contractor before expiry, for required time period as per signed Contract;
- 27.1.3 for a sum equivalent to 10% of the contract value;
- 27.1.4 denominated in Pak Rupees;

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

## 28. Redressal of grievances by the procuring agency

28.1 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.

28.2 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.

28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

# II. General Conditions of Draft Contract

**29. Contract**

The Purchaser shall after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Purchaser.

**30. Contract Duration**

The Contract duration shall be for the period of **one (01) year**, starting from the date of issuance of Letter of Intent (LOI), supply, installation & commissioning of Hardware / Goods till end of warranty period.

**31. 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, pattern(s), sample(s) 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.

**32. 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.

**33. Standards**

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

**34. 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 Goods / the Service or any part thereof.

**35. Execution Schedule**

The Contractor shall deliver PLC system with installation and commissioning within **six (06) weeks** from the issuance of Intent Letter.

**36. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract 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.

**37. Delivery**

37.1 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.

37.2 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing. If it shall appear to the Client 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 missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

37.3 In any circumstances changing of brand will not be acceptable. However, higher/latest model of the same brand can be delivered after approval of the purchaser.

**38. Taking-Over Certificate**

38.1 The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.

38.2 The Client shall, within seven days of receipt of Contractor's application, either issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Contractor to

enable the Taking-Over Certificate to be issued.

38.3 Nothing contained in this document shall, in any way, release the Contractor from any other obligations under the Contract.

## 39. Packing

The Contractor shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price

## 40. Safety

40.1 The Contractor shall be responsible for the embedding of safety features in the inherent design of the equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.

40.2 The Contractor shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.

40.3 The Contractor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible.

## 41. Spare Parts and Support

41.1 The Contractor shall ensure that the Goods provided by the Contractor, under the Contract are standard and of exact nature, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

41.2 The Contractor shall further ensure that the Goods provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Goods.

41.3 The Contractor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.

## 42. Inspection and Testing

42.1 The Client shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications.

42.2 The inspections and tests shall be conducted at the premises of the Contractor / at the final destination. If conducted at the premises of the Contractor, the Contractor shall provide all-reasonable facilities and assistance.

42.3 The Purchaser may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

42.4 The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.

42.5 Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

## 43. Warranty

43.1 The Contractor shall warrant to the Purchaser that the Goods / Services supplied by the Contractor, under the Contract are genuine, brand new, non- refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

43.2 The Contractor shall further warrant that the Goods/Services supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods/Services.

43.3 The Contractor shall provide **warranty / support for one (01) year** (hereinafter referred as Warranty Period), after the issue of Taking-over Certificate in respect of Goods, the Services and the Works, or any portion thereof, as the case may be, which will include:

43.3.1 Free on-site repair / replacement of defective / damaged parts and labor, within one (01) week of intimation in Lahore and two (02) weeks outside Lahore;

43.3.2 On site replacement of defective / damaged Goods, if repair of such Goods involves a

duration exceeding one (01) week in Lahore and two (02) weeks outside Lahore.

43.4 The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site.

43.5 The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.

43.6 The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.

43.7 The end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, the Services provided and the Works done, under the Contract.

## 44. Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

## 45. Payment

45.1 The Contractor shall provide all necessary supporting documents along with invoice.

45.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

45.3 The Purchaser shall get verified the details of Goods/Services delivered against the invoice from the concerned Technical Team of PITB and Payment shall be made on complete delivery of Goods / Services and after issuance of satisfactory certificate by concerned Technical Team PITB, as per details given in relevant Letter of Intent.

45.4 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods/Services provided to the Contractor, as per Government policy, in Pak Rupees, through crossed cheque.

45.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Letter of Intent (LOI) till termination of the signed contract in this regard.

## 46. Price

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

## 47. Contract Amendment

47.1 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.

47.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

47.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

47.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

## 48. Assignment / Subcontract

48.1 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.

48.2 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.

## 49. 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 with a copy to the Client, 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 with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

## 50. Liquidated Damages

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, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price against undelivered portion, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10 % of the Contract Price.

## 51. 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, for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

## 52. Termination for Default

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 with a copy to the Client, 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.

## 53. 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 with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

## 54. Termination for Convenience

54.1 Any of the parties may, at any time, by written notice served on the other party with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party.

54.2 The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods / Services, the Purchaser may elect:

54.2.1 to have any portion thereof completed and delivered; and/or

54.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract.

## 55. Force Majeure

55.1 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 be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

55.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security,

blacklisting for future tenders, termination for default, 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.

55.3 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.

55.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

## 56. Dispute Resolution

56.1 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.

56.2 If, after thirty 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 under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

## 57. Statutes and Regulations

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

57.2 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.

57.3 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.

## 58. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

## 59. The Client

59.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

59.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

59.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

## 60. Authorized Representative

60.1 The Purchaser, the Client 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.

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

60.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

60.4 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.

60.5 Notwithstanding Clause 60.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods

or Services or Works and to give instructions for the rectification thereof.

60.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

## 61. Forfeiture of Performance Security

61.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

61.1.1 If the Contractor commits a default under the Contract;

61.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;

61.1.3 If the Contractor violates any of the terms and conditions of the Contract.

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

61.3 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, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

## 62. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

## 63. Documentation

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of on-line help, before the Goods are taken over by the Purchaser.

**ANNEXURE-A**

## TECHNICAL SPECIFICATIONS

# Supply, Installation & Commissioning of PLC Control System for ASTP Absorption Chiller

| Sr. No. | Description | Specific action | Make | Unit | Qty | Quoted Items (Make & Model) | Offered Specifications |
|---|---|---|---|---|---|---|---|
| 1 | i- Supply of PLC Control system for ASTP Absorption chiller (Kawasaki TBC 740 AN7 CS)<br><br>ii- Embedded control system replacement with PLC system including all functions, parameters and safeties required for smooth Operation of Chiller.<br><br>iii- Installation, Commissioning & Testing in all respect on dual fuel. | • PLC control system including:<br>➢ Analog input Module for Temperature Sensor<br>➢ Digital Input Module for Interlocks and Safeties<br>➢ Digital Output Module<br>• Touch Screen HMI 10”<br>• Panel Accessories Including:<br>➢ Power Supply<br>➢ Relays<br>➢ Burner Controller<br>➢ Wiring and other accessories<br>• Engineering, Commissioning and Testing of Chiller Cooling & Heating | Siemens / Mitsubishi / Equivalent | Nos. | 01 | | |

**Note:**

1- **One year Warranty of Parts & Troubleshooting.**

2- **Technical documents / manuals and operational program will be shared by the Contractor upon installation.**

# FORMS & OTHER REQUIRED DOCUMENTS

## ANNEXURE-B

## TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No._____ dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

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 Proposal 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

## ANNEXURE-C

## FINANCIAL PROPOSAL SUBMISSION FORM (PART OF FINANCIAL BID ENVELOPE)

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

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 Proposal Document.

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

Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

**ANNEXURE-D**

**PRICE SCHEDULE/FINANCIAL COST SHEET**

| Sr. No. | Items | Specifications | Quoted Items (Make & Model) | Unit | No. of units Qty (1) | Price per unit (Incl. all Tax) if applicable PKR (2) | Total Cost (No. of units*Per unit price incl. taxes)3=(1*2) |
|---|---|---|---|---|---|---|---|
| 1 | i- Supply of PLC Control system for ASTP Absorption chiller (Kawasaki TBC 740 AN7 CS)<br><br>ii- Embedded control system replacement with PLC system including all functions, parameters and safeties required for smooth Operation of Chiller.<br><br>iii- Installation, Commissioning & Testing in all respect on dual fuel. | • PLC control system including:<br>➢ Analog input Module for Temperature Sensor<br>➢ Digital Input Module for Interlocks and Safeties<br>➢ Digital Output Module<br>• Touch Screen HMI 10”<br>• Panel Accessories Including:<br>➢ Power Supply<br>➢ Relays<br>➢ Burner Controller<br>➢ Wiring and other accessories<br>• Engineering, Commissioning and Testing of Chiller Cooling & Heating | | **Nos.** | **01** | | |
| **Total Cost** | | | | | | | **X** |

**NOTE:**

(i) X will determine the total bid cost for all items under each lot.
(ii) Prices must be quoted for all items under each lot.
(iii) The Purchaser reserves exclusive rights to increase / decrease the quantities of items mentioned vide this tender document.

Total Cost (in words) PKR _____ Date _____

Signature of authorized person
Name:

(Company Seal)

_____
In the capacity of
Duly authority by

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

**ANNEXURE-E**

**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 items / Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

**b)** We undertake, if our proposal is accepted, to provide the items/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)** Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

**f)** We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

_____

Authorized Signatures with Official Seal

## ANNEXURE-F

## 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 seal 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.

**d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**FORMAT OF POWER-OF-ATTORNEY**

**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:

## ANNEXURE-G

## 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 Seal)

_____

In the capacity of

Duly authorized to sign bids for and on behalf of:

## ANNEXURE-H

**(To be submitted on legal stamp paper)**

## 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.

[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. 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.

## ANNEXURE-I

## PERFORMANCE SECURITY

**Issuing Authority:**
**Date of Issuance:**
**Date of Expiry:**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No._____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Intent) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs._____(10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor before the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later**.

Date this _____day of 2021.

**GUARANTOR**

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

## ANNEXURE-J

## CHECKLIST FOR BID SUBMISSION

### Technical Proposal

**Part –A (04 Document)**

i. Bid Submission Form/Covering letter duly signed and stamped by authorized representative. **(Annexure-E)**

ii. Income Tax Registration certificate (NTN)

iii. General Sales Tax Registration **(Status = Active with FBR)**

iv. S**ingle Undertaking**

The compliance, delivery schedule and black listing statement should be made as per mentioned in tender documents these things could be collectively mentioned or given on a paper i.e. **Stamp paper or Letter head of company**.

One Undertaking consisting on the following: -

*a).* ***Firm Blacklisting*** *i.e.* firm is not blacklisted by any provincial or federal government department, anywhere in Pakistan.

*b).* ***Compliance to Terms & condition mentioned in Tender document****, i.e.* (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) (Annexure-G).

*c).* ***Compliance to Delivery Schedule & Execution Schedule*** *as per tender document*

*e).* **Compliance to the technical specifications** to be procured mentioned vide (**Annex-A)**

**Part –B (02 Document)**

i. Technical Proposal Form **(Annexure-B)**

ii. Technical Bid/BOQ clearly mentioned ***Quoted Model with Technical specification offered.***

**Part-C (02 Documents)**

**Qualification documents**

i. Power of Attorney, if an authorized representative is appointed, duly signed & stamped. (Annexure-F).

ii. Integrity Pact.

**(Note: No extra document will be received during evaluation process. Bidders are requested to send complete bid)**

**Un-conditional Bids required to be submit.**

## Financial Proposal

**Part- D (03 documents)**

i. Financial Proposal Form (Annexure-C), duly signed & stamped. **(As per tender document)**

ii. Price Schedule (Annexure-D), duly signed & stamped. **(Tax Calculation)**

iii. Bid Security, as per provisions of the clause Bid Security of this document.

# ANNEXURE-K

**CASH DEPOSIT SLIP**

*For Punjab Information Technology Board, Lahore*

No.

Date:

**Deposited in:** **Bank's Copy**

**The Bank of Punjab,** ASTP Branch (0320) ASTP, Lahore. **A/C #** **CPA 260-1**

***Applicant Information:***

Company Name: _____

Tender No. & Tender Title: _____

_____

***Transaction Detail:***

Amount In Figures: Rs. 1,000/- In Words: Rupees one thousand only

---

**CASH DEPOSIT SLIP**

*For Punjab Information Technology Board, Lahore*

No.

Date:

**Deposited in:** **PITB's Copy**

The Bank of Punjab, ASTP Branch (0320) ASTP, Lahore. **A/C #** **CPA 260-1**

***Applicant Information:***

Company Name: _____

Tender No. & Tender Title: _____

_____

***Transaction Detail:***

Amount In Figures: Rs. 1,000/- In Words: Rupees one thousand only

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**CASH DEPOSIT SLIP**

*For Punjab Information Technology Board, Lahore*

No.

Date:

**Deposited in:** **Customers's Copy**

The Bank of Punjab, ASTP Branch (0320) ASTP, Lahore. **A/C #** **CPA 260-1**

***Applicant Information:***

Company Name: _____

Tender No. & Tender Title: _____

_____

***Transaction Detail:***

Amount In Figures: Rs. 1,000/- In Words: Rupees one thousand only