

**BIDDING DOCUMENT  
FOR THE SUPPLY OF PHOTOCOPIERS**



**BOARD OF MANAGEMENT  
SUNDAR INDUSTRIAL ESTATE**

**MARCH, 2017**

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## ABBREVIATION

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<b>“BOM-SIE”</b>	Board of Management Sundar Industrial Estate
<b>“PIEDMC”</b>	Punjab Industrial Estates Development & Management Company
<b>“PPRA”</b>	Punjab Procurement Regulatory Authority
<b>“FBR”</b>	Federal Board of Revenue
<b>“SECP”</b>	Securities and Exchange Commission of Pakistan
<b>“SIE”</b>	Sundar Industrial Estate
<b>“GoPb”</b>	Government of the Punjab
<b>“NTN”</b>	National Tax Number
<b>“WHT”</b>	Withholding Tax
<b>“GST”</b>	General Sales Tax
<b>“STRN”</b>	Sales Tax Registration Number
<b>“JV”</b>	Joint Venture
<b>“PKR”</b>	Pakistani Rupees
<b>“IEEE”</b>	Institute of Electrical & Electronics Engineers
<b>“RoFs”</b>	Registrar of Firms
<b>“TOR”</b>	Terms of Reference



**BOARD OF MANAGEMENT  
SUNDAR INDUSTRIAL ESTATE**



**INVITATION TO BID**

**Board of Management Sundar Industrial Estate (BOM-SIE) is the flagship project of Punjab Industrial Estates Development & Management Company established by the Government of the Punjab under Public Private Partnership for the planned rapid industrial growth in the province of Punjab.**

1. BOM-SIE invites sealed bids from Eligible Bidders, Manufacturers, Authorized Sales & Service Dealers / Distributors registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers list of the Federal Board of Revenue and other relevant requirements as per Federal and Provincial Laws as / if applicable to similar tenders for the supply of **PHOTOCOPIERS**. Bidding shall be conducted through Open Competitive Bidding on the basis of Single Stage Two Envelope procedure specified in the Public Procurement Rules 2014 with subsequent amendments.
2. Interested eligible bidders who must be in relevant Business can obtain bidding documents during office hours (Monday to Friday: 9am to 4pm and Saturday: 9am to 1pm) or download from the website [sie.com.pk](http://sie.com.pk) or [ppra.punjab.gov.pk](http://ppra.punjab.gov.pk). Further information or clarification may be obtained from the office of undersign-
3. **The estimated price of this procurement is Rs. 700,000 (Rupees Seven Hundred Thousand)**. All Bids (Technical) must be accompanied by a Bid Security 2% of the estimated price in the amount of Pak. Rupees in the form of CDR, Pay Order, Demand Draft or Banker's Cheque from a Scheduled Bank of Pakistan
4. **Sealed Bids must be delivered to the office of undersign on or before 10:00am on March 20, 2017.**
5. **Bids will be opened in the presence of bidders or bidders' representatives who choose to attend at 10:30am in the Office of BOM-SIE, on the same date.**
6. Taxes will be deducted as per applicable government rules-
7. Bid shall be cancelled if the bidder is found blacklisted by any organization at any stage during evaluation process or execution of the project.

**Asst. Manager I.T  
+923205400505**

**OFFICE**

**BOARD OF MANAGEMENT SUNDAR INDUSTRIAL ESTATE  
Gate # 2, Sundar Industrial Estate, Sundar Road, Lahore  
Phone: +92 42 35297291-3, Fax: +92 42 35297080, Email: [info@sie.com.pk](mailto:info@sie.com.pk)**

## INSTRUCTIONS TO BIDDERS

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### GENERAL INSTRUCTIONS

#### 1. **Content of Bidding Document**

The Procuring Agency as defined in the Data Sheet (hereinafter called “the Procuring Agency”) wishes to receive bids for the goods mentioned in the Data Sheet (hereinafter referred to as the “Goods”

In addition to the Invitation to Bids, the bidding documents include as stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause ITB 6.1:

- a) Instructions to Bidders (ITB) and Data Sheet;
- b) General Conditions of Contract (GCC);
- c) Special Conditions of Contract (SCC);
- d) Technical Specification;
- e) Form of Contract;
- f) Manufacturer’s Authorization Certificate;
- g) Form of Performance Guarantee;
- h) Letter of Bid;
- i) Price Schedule.

The Bidder is expected to examine all instructions, forms, terms and Technical Specification in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

A prospective bidder requiring any clarification(s) in respect of the bidding documents may notify the Procuring Agency at its address indicated in the Data Sheet.

#### 2. **Source of Funds**

Funds under Budgetary Provision exists. The Procuring Agency intends to apply a portion of the funds to eligible payments under the contract for which the Bidding Documents are issued.

#### 3. **Eligible Bidders**

The Bidder shall furnish as part of its Bid, document establishing the Bidder’s Eligibility to Bid as mentioned below. The Bidders that do not fulfill the following Eligibility Criteria shall be deemed Disqualified:

- a) The Bidder must possess valid legal Certificate of Registration and exclusive authorization from the Foreign / Local Manufacturer; they should have a

documentary proof to the effect that they are the original Manufacturer of the required goods comply with Technical Specification mentioned in this Bidding Document.

- b) The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices debarred / blacklisted by any Government (Federal, Provincial), a Local Body or a Public-Sector Organization.
- c) The Bidder must have valid NTN, STRN certificates and have proof thereof.
- d) In case of Joint Venture; Names, Company Profiles, NTN, STRN certificates & Authorization Letter of the JV Partner on Stamp Paper shall be required.
- e) The Bidder must submit the Bid in / before specified time along with required Bid Security.
- f) The Bidder shall provide the correct information wherever required and shall refrain from providing misleading information during all stages of procurement.

#### **4. Eligible Goods and Services**

- 4.1. Country of manufacturer and country of origin of equipment could be from any geographical region of the world as per laws of Pakistan; unless otherwise any other country of manufacturer / origin of equipment is mentioned in the Technical Specification.
- 4.2. For the purpose of this clause, (a) the term **“Goods”** includes any Goods that are the subject of this Invitation to Bids and (b) the term **“Services”** includes related services such as transportation, insurance, after sale service, spare parts availability, etc. For purposes of this clause, **“origin”** means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. In case of the **“manufacturer”** the **“origin”** means the firm is based and registered in that country and registered with their stock exchange. Goods are produced when, through manufacturing or processing, or substantial and major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

#### **5. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid; and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **6. Clarifications**

- 6.1. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents which it receives, not later than seven (7) days prior to the deadline for submission of bids prescribed in Invitation to Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without

identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

- 6.2. During Examination, Evaluation and Comparison of the Bids, an authorized representative of the Procuring Agency may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 6.3. The Procuring Agency will have the right to verify about Manufacturer, Plants and other related information furnished within the Bid.

## **7. Amendment of Bidding Documents**

- 7.1. At any time prior to the deadline for submission of Bids, the Procuring Agency may for any reason whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing Addendum.
- 7.2. Any addendum thus issued shall be part of the Bidding Document. The Bidder shall also confirm in the Form of Bid that information contained in such Addenda have been considered in preparing his Bid.
- 7.3. To afford prospective Bidders, reasonable time in which to take an Addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

## **8. Qualification and Disqualification of Bidders**

- 8.1. In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed below in ITB Clause 31.
- 8.2. The determination shall take into account the Bidder's financial, technical or production capabilities (in case of manufacturer), infrastructure of the firm, past performance in similar contracts, engineering staff and their capabilities, inventory of spare parts, repair and calibration tools, workshop facilities to provide the after sales services. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to in ITB Clause 31, as well as such other information / premises visit as the Procuring Agency deems necessary and appropriate.
- 8.3. An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, The Procuring Agency shall evaluate all bids to determine Bidder's capability to perform in accordance with the evaluation criteria set out in this documents.

- 8.4. The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Contractor's capacities may require the Contractors to provide information concerning their professional, technical, financial, legal or managerial competence.
- 8.5. The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Contractor was false and materially inaccurate or incomplete.
- 8.6. Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be blacklisted.

## 9. **Corrupt or Fraudulent Practices**

The Procuring Agency requires that all Bidders / Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of rule 20 of Punjab Procurement Rules 2014 and its subsequent amendments, if any, the Procuring Agency:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. **Coercive practice** by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - ii. **Collusive practice** by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
  - iii. **Corrupt practice** by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - iv. **Fraudulent practice** by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - v. **Obstructive practice** by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

- b) shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

### **PREPARATION OF BIDS**

#### **10. Language of the Bid**

The Bid prepared by the Bidder and all correspondence / documents relating to procurement exchanged by the Bidder shall be written in the English language provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an attested / signed English translation of its pertinent passages otherwise the Bidder shall be disqualified. For the purpose of interpretation of the Bid, the English translation shall govern.

#### **11. Documents Comprising the Bid**

The bid prepared by the Bidder shall comprise the following components:

- a) A Letter of Bid and Price Schedule completed in accordance with ITB Clause 12 and 13 (to be submitted along with Financial Proposal);
- b) Documentary evidence established in accordance with ITB Clause 15 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
- c) Documentary evidence established in accordance with ITB Clause 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

#### **12. Letter of Bid and Price Schedule**

The Bidder shall complete the Letter of Bid and an appropriate Price Schedule furnished in the bidding documents (Annexure F) indicating the goods to be supplied, a brief description of the goods, technical specification, taxes, quantity, prices, make, model, country of origin, country of manufacturer and port shipment.

#### **13. Bid Prices**

- 13.1. The Bidder shall fill up the Price Schedule indicating the unit rates and prices of the products delivered and works to be performed under the Contract. Prices on the Price Schedule shall conform to total bid amount as per the Letter of Bid.
- 13.2. The Bidder shall fill in rates & prices for all items of the works described in the Price Schedule. Items against which no rate or price is entered by a Bidder will not be paid by the Procuring Agency when executed and shall be deemed covered by rates & prices

for other items in the Price Schedule. The Bidder shall quote their price both in Figures and in Words.

- 13.3. The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit its right to Contract on any of the terms offered.
- 13.4. Unless otherwise stipulated in the General Conditions or Special Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. When the Bidders are required to quote only fixed prices, a Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 13.5. Any discount offered shall be valid for the period of validity of the Bid and remain valid up to the completion of the performance for the successful Bidder. A discount valid for lesser period shall be considered null and void.

#### **14. Currency of the Bid**

Prices shall be quoted in Pakistani Rupees (PKR) only.

#### **15. Documents Establishing Bidder's Eligibility & Qualification**

- 15.1. The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.
- 15.2. The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder at the time of submission of its Bid, is an eligible as defined under ITB Clause 3.
- 15.3. The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:
  - a) The Contractor / agent shall have to produce Firm Registration and exclusive Letter of Authorization / Sole Agency Certificate from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided, or JV / consortium / alliance of the local Sole Agents / Manufacturers.
  - b) National Tax Number and General Sales Tax Number with documentary proof shall have to be provided by the bidder(s).
  - c) The Bidder shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a Local Body or a Public-Sector Organization. On account of submission of false statement, the Bidder shall be disqualified forthwith and subsequently blacklisted.
  - d) The Bidder should have strong engineering background and necessary tools /

test equipment, trained staff for the goods required after sales services.

- e) The Bidder is required to provide with the technical proposal the name of item(s), Bid number and serial number in the exact manner as quoted in the financial proposals.
- f) The Bidder must indicate the country of origin of the goods, Country of manufacturer, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality and list of qualified technical persons along with qualification and trainings, list of main service, testing and calibration tools and in case of manufacturer; the supervisory staff working in the production and quality control departments in the manufacturing plant.

## **16. Documents Establishing Goods' Eligibility & Conformity**

- 16.1. Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.
- 16.2. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered.
- 16.3. Submission of sample if so required by the Evaluation Committee; the bidder shall provide the sample or give demonstration as per requirement for evaluation / satisfaction of the Evaluation Committee.

## **17. Site Visit**

Interested Bidders may visit the site / office of the Procuring Agency, in order to make first hand assessments (like environmental / climate effects as per surroundings) prior to Bidding. (If applicable)

## **18. Bid Security**

- 18.1. Each Bidder shall furnish as part of his Bid, a **Bid Security of two percent (2%) of Estimated Price in the amount of PKR**. The Bid Security is required to protect the Procuring Agency against the risk of the Bidder's conduct regarding its bid which would warrant the security's forfeiture.
- 18.2. The Bid Security shall be, at the option of the Bidder in the form of CDR or Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan in favor of BOM-SIE, valid for a period of thirty (30) days beyond the Bid validity date.
- 18.3. Any Bid not accompanied by an acceptable Bid Security, shall be rejected by the Procuring Agency as non-responsive.

- 18.4. The Bid Securities of unsuccessful Bidders will be returned upon award of Contract to the successful Bidder or on the expiry of validity of Bid Security, whichever is earlier.
- 18.5. The Bid Security of successful Bidder will be returned when the Bidder has furnished the required Performance Guarantee and signed the Contract.
- 18.6. The Bid Security may be forfeited, if a Bidder withdraws his Bid during the period of Bid validity; or if a Bidder does not accept the correction of his Bid Price in case of an error or discrepancy within the Bid.
- 18.7. The Bid Security may be forfeited in the case if a successful Bidder fails to furnish the required Performance Guarantee or fails to Sign the Contract.

**19. Bid Validity**

- 19.1. The Bids shall remain for a period of sixty (60) days after the opening of Technical Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 19.2. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- 19.3. Bidders who,
  - a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
  - b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids.

**20. Requirements for Joint Ventures**

- 20.1. At least one of the partners of JV shall satisfy the relevant capabilities specified under ITB Clause 3 and 4 herein above.
- 20.2. All firms comprising the JV, must be legally constituted and must meet the Eligibility Criteria under Clause 3 herein above.
- 20.3. All the partners of JV shall at all times and under all circumstances be liable jointly and separately to the Procuring Agency for execution of entire Contract in accordance with the Contract's terms & conditions; a statement to this effect shall be included in the Form of Contract (in case of a successful Bidder).
- 20.4. The Letter of Bid and the Form of Contract (in case of Successful Bidder); shall be signed so as to legally bind on all the Partners.

- 20.5. One of the JV Partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the JV Partners.
- 20.6. The partner-in-charge shall be authorized to incur liabilities, receive payments & receive instructions for and on behalf of any or all Partners of the JV.
- 20.7. A copy of the Contract entered into by the JV Partners shall be submitted with Bid stating conditions under which it will function, its period of duration, persons authorized to represent and obligate it; and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the JV, the proportionate participation of several firms forming JV and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the JV Contract shall be agreed to between the JV without prior written consent of the Procuring Agency.

**21. One Bid per Bidder**

Alternative bid is not allowed and each Bidder shall submit only one Bid either by himself or as a Partner in a JV. A bidder who submits or participates in an alternative bid or more than one bid then the bidder will be considered as non-responsive.

**22. Submission of Bids**

- 22.1. The bid shall be typed and shall be signed by the Bidder or Lead Bidder (in case of JV) or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.
- 22.2. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 22.3. All bidding documents to be duly attested (signed and stamped) by the authorized person of bidder or Lead Bidder.

**23. Letter of Bid & Signing**

- 23.1. Bidders are particularly directed that the amount entered on the ~~letter~~ of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 23.2. No alteration is to be made in the Letter of Bid as well as the Price Schedule except in filling up the blanks as directed. If any alteration is made or if these instructions be not fully complied with, the Bid may be rejected.
- 23.3. The Bid shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the Bid shall have initials and be stamped by the person or persons signing the Bid.

23.4. The Bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the Bidder; in that case, such corrections shall have initials by the person or persons signing the Bid.

23.5. The Bidders shall indicate in the space provided in the Form of Bid their full and proper address at which notices may be legally served to them and to which all correspondence in connection with their Bids and the Contract is to be sent.

23.6. Bidders should retain a copy of the Bidding Documents as their file copy.

#### **24. Sealing and Marking of Bid**

24.1. The Bid shall be separated into two parts; the **“Technical”** and the **“Financial”**.

24.2. The Bid shall comprise required documents including Schedules and Forms as stated in this Bidding Document shall be marked and inserted in separate envelopes. These envelopes shall be inserted within a larger envelope suitably marked and addressed as per the below Sub-Clauses.

24.3. The inner and outer envelopes shall be addressed to **Asst Manager I.T, Gate # 2, Sundar Industrial Estate, Sundar Road, Lahore**; bear the Bid Name and Bid Opening Date; provide a warning **“not to open before the time and date of Bid opening”**.

24.4. The Bid shall be delivered in person or sent by registered mail at the address as mentioned above.

24.5. In addition to the identifications required under Sub-Clause 15a, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared **“Late”**.

24.6. If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

#### **25. Deadline for Submission of Bid**

25.1. Bids must be submitted by the Bidder at the address under ITB Clause 24.3, not later than the time and date stipulated in this Bidding Document.

25.2. The Bidders shall bear all the expenses incurred in the preparation and delivery of the Bids.

25.3. Where delivery of a Bid is by Mail and Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not inserted within the sealed Bid package.

25.4. Upon a separate written request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

25.5. Bids submitted through Telegraph, Telex, Fax or E-mail shall not be considered.

25.6. The Procuring Agency may at its discretion, extend the deadline for submission of Bids by issuing an Addendum through the PPRA website and on newspapers (if deemed necessary).

**26. Late Bids**

26.1. Any Bid received by the Procuring Agency after the deadline for submission of Bids will be returned unopened to such Bidder and the Bid will be considered rejected.

26.2. Delays in the mail, delays of person in transit or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger or by mail.

**27. Modification, Substitution and Withdrawal of Bids**

27.1. Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Procuring Agency prior to the deadline for submission of Bids.

27.2. The modification, substitution or notice for withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions under ITB Clause 24 with outer and inner envelopes additionally marked "**Modification**", "**Substitution**" or "**Withdrawal**", as appropriate.

27.3. Withdrawal of a Bid during the interval between deadline for submission of Bids and expiration of the period of Bid validity specified in the Letter of Bid may result in forfeiture of the Bid Security.

**THE BIDDING PROCEDURE**

**28. Single Stage Two Envelopes Bidding Procedure**

28.1. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

28.2. The envelopes shall be marked as "**Technical Proposal**" and "**Financial Proposal**" in bold and legible letters to avoid confusion;

28.3. Initially, only the envelope marked "**Technical Proposal**" shall be opened;

28.4. The envelope marked as "**Financial Proposal**" shall be retained in the custody of Procuring Agency without being opened;

28.5. The Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

28.6. During the technical evaluation, no amendments in the technical proposal shall be permitted;

28.7. The financial proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance.

### **BID OPENING AND EVALUATION**

#### **29. Bid Opening**

29.1. An Evaluation Committee consisting of nominated members of the Procuring Agency shall open the Bids in the presence of Bidders' representatives who choose to attend at the time, date and location stipulated in this Bidding Document.

29.2. The Bidders' representatives who are present, shall sign the Attendance Sheet / Register evidencing their Attendance.

29.3. The Bidder's name, bid prices, unit rates, any discount, bid modifications, bid substitutions and bid withdrawals, the presence or absence of Bid Security and such other details as the Procuring Agency will be announced by latter at the Bid Opening.

29.4. Any Bid Price or Discount which is not read out and recorded at Bid opening due to any reservations as stated within this Bidding Document will not be taken into account in the evaluation of Bid.

29.5. Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

#### **30. Clarification of Bids**

During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of bid like indication or re-indication of make / model / brand etc. shall be sought, offered, or permitted.

#### **31. Examination of Bids & Determination of Responsiveness**

Prior to detailed evaluation of the Bids, pursuant to the eligibility / qualifications criteria, the Procuring Agency will examine the Bids to verify:

- a) The Bid is complete and does not deviate from the scope.
- b) That the Bid does not contain any computational errors.
- c) The required sureties have been furnished.
- d) The documents have been properly signed.
- e) The Bid is valid till required period.
- f) Completion period offered is within specified limits.
- g) The Bidder / manufacturer is eligible to Bid and possesses the requisite experience.
- h) The Bid does not deviate from basic technical requirements and the Bids are generally in order.
- i) Furthermore, a Bid is likely not to be considered, if:

- i. It is unsigned or its validity is less than specified.
  - ii. It is submitted for an incomplete or partial scope or if it exceeds the scope of work.
  - iii. It indicates completion period longer than the specified; or works and materials to be supplied that do not meet eligibility requirements.
  - iv. It indicates that the amount of taxes and / or other applicable duties are not included.
- j) A Bid will strictly not be considered, if:
- i. It is not accompanied with the Bid Security or it is submitted by a Bidder who has participated in more than one Bid.
  - ii. It has been received after the deadline for submission of Bids.
  - iii. It has been submitted through Fax, Telex, Telegram or Email.
  - iv. It indicates that the prices quoted are not firm during currency of the Contract whereas the Bidders are required to quote fixed price(s).
  - v. The Bidder refuses to accept arithmetic corrections.
  - vi. The Technical and / or Financial Bids are materially and substantially different from the conditions / Technical Specification and other requirements of the Bidding Document.
- k) A material deviation or reservation is one which affects in any substantial way to the scope, quality or performance of the works such as below:
- i. Which limits in any substantial way, inconsistent with the Bidding Document, the Procuring Agency's or the Bidder's obligations under the Contract; or whose rectification / adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
  - ii. The Procuring Agency's determination of a Bid's responsiveness will be based on contents of the Bid itself without recourse to extrinsic evidence.
  - iii. A Bid determined as substantially non-responsive, will be rejected and will not be subsequently made responsive by the Bidder by correction of the non-conformity.
  - iv. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **32. Correction of Errors**

Arithmetical errors will be rectified if there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity. The unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Letter of Bid and the total shown in Price

Schedule, the amount stated in the Letter of Bid will be corrected by the Procuring Agency in accordance with the Price Schedule.

### 33. Evaluation of Bids

Bid will be scrutinized as per the conditions of Evaluation Criteria of this Bidding Document through **Least Cost Based Selection**, the successful Lowest Evaluated Bidder shall be awarded the Contract.

### 34. Evaluation Criteria

For the purposes of determining the Lowest Evaluated Bid, factors other than price such as previous performances, previous experience, engineering / technical capabilities, repair / calibration tool, workshop facilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration and these should be available with the Bidder. The following evaluation factors / criteria will be employed on **Technical Proposals**.

- a) For evaluation of bids **marks system** will be applied. The bids conforming to the requirements and pre-requisite conditions indicated in Technical Specification and evaluation criteria.
- b) The technical evaluation of bids will be carried out as per below Evaluation Criteria.
- c) The bid must comply with the Technical Specification provided in the bidding document, procured in person from the procuring agency as well as advertised document and must quote every single item in complete package(s). Incomplete offer will straightaway be rejected.
- d) The bidder must possess Exclusive / Sole authorization agreement from the Foreign Manufacturer. Unless otherwise specifically mentioned in the Technical Specification of advertised Bid that the exclusive authorization of foreign manufacturer is not required. This can be applied only on general machinery and on a nature of medical / other equipment, where the extensive after sales services is not required or due to the any other technical reasons. This need to be identified by the procuring agency in the advertised Technical Specification / Bid, if any.
- e) The Manufacturer should have documentary evidence to the effect that they are the original Manufacturer of the quoted product with indication of manufacturing site and its location.
- f) A Certificate from the bidder / manufacturer that the after sales services / backup services shall be provided on-site.
- g) A Certificate from the bidder / manufacturer that the installation will be conducted in conformity with the system requirements by following the professional approach.
- h) Satisfactory Past Performance of the bidder for quoted product.

- i) Sufficient Technical and Engineering capabilities of the firm; where after sales services are necessary (attach a list of technical and engineering staff, special testing equipment / calibration / repair tools for equipment).
- j) The bidder must have all kind of testing and calibration equipment which is required to maintain the products which they are dealing. The list of all required testing equipment will be provided along with the bid including its model number and serial numbers. The available testing equipment must be calibrated. The offers without non-availability of required testing equipment will be straightaway rejected.
- k) Submission of valid legally enforceable exclusive authorization letter of manufacturer assuring full guarantee and warranty obligations as per enclosed manufacturer authorized form with the bidding document.
- l) The quoted model of imported product shall be available on the current official website of the manufacturer; otherwise the quoted product shall be considered obsolete / redundant and will straight away be rejected.
- m) The bidder shall also declare the make, model, country of origin of all accessories to be provided with the equipment.
- n) The Procuring Agency has the right to inspect the premises of bidder to inspect the setups ensuring proper after sales services.
- o) An affidavit from bidder on Stamp Paper Rs. 100/- stating that their firm is not blacklisted by any of the Federal and Provincial Government or organizations of the State / Central Government in Pakistan.
- p) The offer will be considered as responsive if it fully meets the Bid Requirement and Technical Specification. The offer which will not be as per requirement of Bid and Technical Specification is to be declared as non-responsive. The offer which contains the minor deviations from the Technical Specification and the deviations would not have any kind of effect on the quality, efficiency, reliability and durability of products will be declared as substantially responsive, this need to be determined by the Evaluation Committee. The offers which are declared as Responsive and Substantially Responsive will be considered as equivalent for the onward proceedings of Bid.
- q) Bidders are required to submit the information in the following format along with documentary evidence as under:

**BASIC INFORMATION**

Sr	Particulars	
1.	<b>Name of the Company</b>	
2.	<b>Registered Office</b>	
	Address	
	Telephone	
	Fax	
3.	<b>Contact Person</b>	
	Name	
	CNIC	
	Contact Number	
	Email	
4.	<b>Local Office (If Any)</b>	
	Address	
	Telephone	
	Fax	
5.	<b>Contact Person</b>	
	Name	
	CNIC	
	Contact Number	
	Email	
6.	<b>Bid Signing Authority</b>	
	Name	
	CNIC	
	Address	
	Contact Number	
	Email	
	Power of Attorney	(Please Attach)
7.	<b>Registration Details</b>	
	NTN	
	STRN	
	Bank Account Details	

**EVALUATION CRITERIA**

The minimum qualifying marks in technical evaluation will be 70 out of 100. Firms obtaining 70 or above will be considered technically responsive. The Financial Bid of only those Bidders will be opened who will obtain 70 or above marks in the technical bid. (50% passing Marks for each section are mandatory otherwise technical bid will be rejected) The Financial Bid of disqualified / non-compliant Bidders, will be returned unopened.

<b>Sr</b>	<b>Evaluation Parameter</b>	<b>Marks</b>	<b>Obtained</b>
<b>1</b>	<b>TECHNICAL PROPOSAL</b>	<b>100</b>	
<b>1.1</b>	<b>COMPANY PROFILE</b>	<b>30</b>	
1.1.1	<b>Experience in relevant Business</b> a) 5 Years or above [10 Marks] b) 4 Years [8 Marks] c) 3 Years [6 Marks] d) 2 Years [4 Marks] e) 1 Years [2 Marks] (Please attach projects and all evidences)	10	
1.1.2	<b>Experience as Manufacturer /Partnership / Dealership with Principal</b> a) 5 Years or above [10 Marks] b) 4 Years [8 Marks] c) 3 Years [6 Marks] d) 2 Years [4 Marks] e) 1 Years [2 Marks] (Please attach certificates and all evidences)	10	
1.1.3	<b>Photocopiers of similar Technical Specification supplied in last 5 years only</b> a) Above 60 [10 Marks] b) 51 to 60 [8 Marks] c) 41 to 50 [6 Marks] d) 31 to 40 [4 Marks] e) 21 to 30 [2 Marks] (Please attach all evidences)	10	

**BIDDING DOCUMENT FOR PHOTOCOPIERS | BOM-SIE 2017**

<b>1.2</b>	<b>COMPANY SIZE</b>	<b>20</b>	
1.2.1	<p><b>Staff Strength</b></p> <p>a) Above 50 Employees [10 Marks]  b) 41 to 50 Employees [8 Marks]  c) 31 to 40 Employees [6 Marks]  d) 21 to 30 Employees [4 Marks]  e) 11 to 20 Employees [2 Marks]  (Please attach all evidences)</p>	10	
1.2.2	<p><b>Technical Staff</b></p> <p>a) Above 10 Regular Employees [10 Marks]  b) 9 to 10 Regular Employees [8 Marks]  c) 7 to 8 Regular Employees [6 Marks]  d) 5 to 6 Regular Employees [4 Marks]  e) 4 or less Regular Employees [2 Marks]  (Please attach all evidences)</p> <p><i>Note: 0.5 Mark per Technician &amp; 1 Mark per Engineer</i></p>	10	
<b>1.3</b>	<b>FINANCIAL CAPABILITIES</b>	<b>15</b>	
1.3.1	<p><b>Last Three Years Status</b></p> <p>a) Income Tax Paid [1.5 Marks]  b) Sales Tax Paid [1.5 Marks]</p> <p><b>Annual Turn Over</b></p> <p>a) Above PKR 20 Million [6 Marks]  b) Above PKR 17 to 20 Million [5 Marks]  c) Above PKR 14 to 17 Million [4 Marks]  d) Above PKR 11 to 14 Million [3 Marks]  e) Above PKR 8 to 11 Million [2 Marks]  f) PKR 8 Million or below [1 Mark]</p> <p><b>Net Worth</b></p> <p>a) Above PKR 50 Million [6 Marks]  b) Above PKR 45 to 50 Million [5 Marks]  c) Above PKR 40 to 45 Million [4 Marks]  d) Above PKR 35 to 40 Million [3 Marks]  e) Above PKR 30 to 35 Million [2 Marks]  f) PKR 20 Million or below [1 Mark]  (Please attach Audited Financial Report and all evidences)</p>	<p>3</p> <p>6</p> <p>6</p>	

**BIDDING DOCUMENT FOR PHOTOCOPIERS | BOM-SIE 2017**

<b>1.4</b>	<b>BASIC FEATURES</b>	<b>15</b>	
1.4.1	<ul style="list-style-type: none"> <li>a) Copying Speed [1 Mark]</li> <li>b) Duplex Printing [1 Mark]</li> <li>c) Resolution 1200x1200 [1 Mark]</li> <li>d) Network Interface [1 Mark]</li> <li>e) Automatic Document Feeder [1 Mark]</li> <li>f) Color Scanning [1 Mark]</li> <li>g) Zoom 25-400 [1 Mark]</li> <li>h) First Copy Time 3.9Sec [1 Mark]</li> <li>i) Warmup Time 30Sec [1 Mark]</li> <li>j) Bypass Tray [1 Mark]</li> <li>k) Paper Capacity of all Trays 1100 [1 Mark]</li> <li>l) Trolley [1 Mark]</li> <li>m) Address Book 500 [1 Mark]</li> <li>n) Fax &amp; Email [1 Mark]</li> <li>o) PDF, TIFF, JPEG Support [1 Mark]</li> </ul>	15	
<b>1.5</b>	<b>AFTER SALES SERVICES</b>	<b>20</b>	
1.5.1	<p><b>Workshop Repair &amp; Maintenance Facility</b></p> <ul style="list-style-type: none"> <li>a) Own Workshop in Lahore with direct imported Spares stock [15 Marks]</li> <li>b) Own Workshop in Lahore [12 Marks]</li> <li>c) Own Workshop in other City with direct imported Spares stock [8 Marks]</li> <li>d) Own Workshop in Other City [5 Marks]</li> <li>e) Outsourced [3 Marks]</li> </ul> <p><b>Onsite Repair &amp; Maintenance Facility</b></p> <ul style="list-style-type: none"> <li>f) Within Lahore [4 Marks]</li> <li>g) Outside Lahore [1 Mark]</li> </ul>	15	
	<b>Total Marks</b>	<b>100</b>	

**35. Financial Evaluation**

Financial Bids of only those firms will be opened who will score at least 70 Marks or above in the Technical Proposal Evaluation.

**36. Award Criteria**

The Contract will be awarded to technically responsive bid with lowest evaluated cost.

37. Criteria for calculating Lowest Evaluated Cost

Sr	Components	Total Marks	Marks Obtained
1.	<p><b>Price</b></p> <p>Lowest Price will get 60 marks. The marks of other bids will be calculated as per the given formula; <b>Lowest Price / Price under consideration X 60 = Marks of under consideration bid</b></p>	60	
2.	<p><b>Copies per Toner</b></p> <p>Maximum Copies per toner will get 10 marks. The marks of other toners will be calculated as per the given formula; <b>Copies of toner under Consideration / Maximum copies X 10 = Marks of under consideration toner</b></p>	10	
	<p><b>Cost per copy</b></p> <p>a) Price of Toner b) Price of Drum c) Price of Developer d) Price of Roller e) Price of C-Blade</p> <p>Lowest cost per copy (calculating from above all) will get 20 marks. The marks of other cost per copy will be calculated as per the given formula; <b>Lowest Price / Price under consideration X 20 = Marks of under consideration cost per copy</b></p>	20	
3.	<p><b>Consumables &amp; Parts Availability</b></p> <p>Same Prices for Consumables &amp; Parts for one year will get 5 marks. Same Prices for Consumables &amp; Parts for nine months will get 3 marks. Same Prices for Consumables &amp; Parts for six months will get 2 marks.</p>	5	

<b>4.</b>	<p><b>SLA Cost after one year free Services</b></p> <p>Lowest Price will get 5 marks. The marks of other bids will be calculated as per the given formula; <b>Lowest Price / Price under consideration X 5 = Marks of under consideration bid</b></p>	<b>5</b>	
	<b>Total</b>	<b>100</b>	

**The bid with highest marks in financial proposal will be the lowest evaluated bid (Among Technically responsive bids) and will be awarded the contract.**

**38. Announcement of Evaluation Report**

The Procuring Agency shall announce the results of Bid Evaluation Report giving justification for acceptance or rejection of bids at least ten (10) days prior to the award of the Contract.

**39. Award**

The Procuring Agency will award the Contract to the Eligible Bidder whose Bid has been determined to be substantially responsive to the Bidding Document and who has secured highest evaluated score.

**40. Right to Reject all Bids**

The Procuring Agency may reject all Bids or Proposals at any time prior to the acceptance of a Bid or Proposal. No negotiations with the Successful Bidder or any other Bidder shall be permitted.

**41. Notification of Award**

Prior to expiration of the period of Bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing (through a “Letter of Acceptance”) that his Bid has been accepted. The successful Bidder will start the delivery of goods and / or execution immediately as per the Contract.

- a) Letter of Acceptance and its acceptance by the Bidder will constitute the formation of Contract, binding the Procuring Agency and Bidder till signing of the formal Contract.
- b) Upon furnishing of a Performance Guarantee by the successful Bidder, the Procuring Agency will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid Securities.

**42. Sufficiency of Bid**

Each Bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates & prices entered in the Price Schedule. Except in so far as it

is otherwise expressly provided in the Contract; the rates & prices entered in the Price Schedule shall cover all his obligations under the Contract and all matters / things necessary for the delivery of goods and the proper completion of works.

**43. Performance Guarantee**

The successful Bidder shall furnish to the Procuring Agency, a Performance Guarantee in the form and the amount stipulated in the Schedule of Performance Guarantee within a period of thirty (30) days after the receipt of Letter of Acceptance.

**44. Signing of Contract**

Within fifteen (15) days from the date of furnishing of acceptable Performance Guarantee under the conditions of Contract, the Procuring Agency will send to the successful Bidder the Form of Contract provided in the Bidding Document, duly filled in and incorporating all Contracts between the parties for signing & return it to the Procuring Agency.

The formal Contract between the Procuring Agency and the successful Bidder shall be executed within fifteen (15) days of the receipt of such Form of Contract by the successful Bidder from the Procuring Agency.

**45. General Performance of the Bidders**

The Procuring Agency reserves the right at the time of award of Contract, to increase or decrease by up to fifteen percent (15%) the quantity of goods and services specified in the Price Schedule without any change in the unit price or other terms & conditions.

**46. Instructions not Part of Contract**

The Bid shall be prepared and submitted in accordance with these instructions, which are provided to assist the Bidders in preparing their Bids and do not constitute the part of Contract.

**47. Local Conditions**

The Bidder must verify and supplement by his own investigation for the information about site and local conditions.

**48. Additional Contract Documents**

The documents which will be included in the Contract are listed in the Form of Contract set out in the Bidding Document.

**49. Process to be Confidential**

No Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence the Procuring Agency in Bid comparison and selection or Contract award decisions may result in rejection or cancellation of the Bid.

**50. Rejection**

If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.

## DATA SHEET

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**1. Name and Address of the Procuring Agency**

Board of Management Sundar Industrial Estate, Gate #2, Sundar Industrial Estate, Sundar Road, Lahore.

**2. Name of the Project**

Supply of Photocopiers and installation at BOM-SIE Offices.

**3. Time Limit for Clarification**

The Bidder may request clarification of the Bidding Document in written, until the Bid opening date.

**4. Period of Bid Validity**

Sixty (60) days from the date of Bid opening.

**5. Name and Number of the Contact Person**

Mr. Sami Ullah (Asst. Manager I.T) 0320-5400505.

**6. Deadline for Submission of Bids**

March 20, 2017 on or before 10:00am.

**7. Venue, Time and Date of Bid Opening**

Conference Room, BOM-SIE Office, Gate #2, Sundar Industrial Estate, Sundar Road, Lahore at 10:30 am on March 20, 2017. Date of Financial Bid opening will be announced on Technical Bid opening day.

**8. Standard Form and amount of Performance Guarantee**

Ten percent (10%) Performance Guarantee of the project cost.

**9. Time for Completion**

All the work shall be completed within ten (10) days from the date of the formal Contract between the Procuring Agency and the successful Bidder is executed.

**10. Estimated Cost**

Estimated Cost of the project is PKR 700,000.

**11. Responsiveness of Bids**

Responsiveness of Bids shall be ascertained as per Instruction to Bidders as well as the conditions below:

- a) The Bid is valid till the required period.
- b) The Bid prices are firm during currency of Contract.
- c) Completion period offered is within specified limits.

- d) The Bidder is eligible to Bid and possesses the requisite experience.
- e) The Bid does not deviate from Basic Requirements.
- f) The Bids are generally in order.

**12. Documents forming the Contract listed in the Order of Priority:**

- a) Contract.
- b) Data Sheet.
- c) Letter of Acceptance.
- d) Addenda (if any).
- e) General Conditions of Contract.
- f) Special Conditions of Contract.
- g) Technical Specification.
- h) Schedules to Bid including Price Schedule, Schedule of Goods Delivery & Works.

**13. Delay Damage for Late Completion**

If the Bidder is unable to deliver the goods for reasons other than permissible in the Conditions of Contract, a Delay Damage at the of Rs 1,000/- per day will be charged till the completion date.

**14. Currency**

Payment of Contract Price shall be in PKR.

## GENERAL CONDITIONS OF CONTRACT

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### 1. Definition

**“Bid”** means a tender or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his willingness to undertake a specified task at a price.

**“Bidding Documents”** means a document or a set of documents prescribing the quantity, quality, characteristics, conditions and procedures of the transactions prior to the actual procurement and on the basis of which bidders prepare their bids.

**“Bidding Process”** means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for awarding a contract.

**“Bid Security”** means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings.

**“Commencement Date”** means the date mentioned within the contract when it comes into effect or any other date agreed between the parties.

**“Competitive Bidding”** means a procedure leading to the award of a contract whereby all the interested persons, firms, companies or organizations may bid for the contract.

**“Consultant”** means a person or firm who or which is qualified by appropriate education and relevant experience for provision of consultancy services.

**“Contract”** means the agreement proposed to be entered into between the procuring agency and the successful bidder.

**“Contractor”** means a person, firm, company or an organization who or which undertakes to supply goods, services or works and includes a consultant.

**“Cost”** means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site including overheads and similar charges.

**“Country”** means the Islamic Republic of Pakistan.

**“Evaluation Committee”** means a committee constituted by the procuring agency to evaluate tender or proposal to ascertain whether the bid’s proposal or tender correspond to the evaluation criteria formulated by the procuring agency.

**“Evaluation Report”** means the report prepared after the evaluation of tenders, quotations, expression of interest, or proposal.

**“Force Majeure”** means an event or circumstance which makes performance of a party’s obligations illegal or impracticable and which is beyond that party’s reasonable control.

**“Lowest Evaluated Bid”** means a bid most closely conforming to evaluation criteria and other conditions specified in the bidding document; and having lowest evaluated cost means the successful Bidder.

**“Party”** means either the procuring agency or the contractor.

**“Performance Guarantee”** means the bank guarantee or other form of security submitted by the contractor to secure obligations under the contract in accordance with the requirement in the bidding document.

**“Proposal”** means the technical proposal or the financial proposal submitted by a bidder.

**“Responsive”** means qualified for consideration on the basis of declared evaluation criteria and specified in the bid.

**“Services”** means any object of procurement other than goods or works, and includes consultancy services.

**“Site”** means the places provided by the procuring agency where the works are to be executed, and any other places specified in the contract as forming part of the site.

**“Technical Specification”** means the procuring agency’s requirements mentioned in this document in respect of design to be carried out by the contractor (if any), and any variation to such document.

**“Time for Completion”** means the time for completing the Works as stated in this document since the commencement date.

**“Works”** means any or all the works whether supply, installation, construction etc and design (if any) to be performed by the contractor including temporary works and any variation thereof.

**“Variation”** means a change to the technical specification and / or drawings (if any) which is instructed by the procuring agency.

## 2. General Provision

### a) Interpretations

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

### b) Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in Data Sheet.

c) **Law**

The law of the Contract is the relevant law of the country.

d) **Statutory Obligations**

The Contractor shall comply with the laws of the country and shall give all notices, pay all fees & other charges in respect of works.

**3. The Procuring Agency**

a) **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated within the Data Sheet or within the Contract.

b) **Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency in respect of works including the suspension of all or part of works.

c) **Approvals**

No approval or consent or absence of comment by the Procuring Agency shall affect the Contractor's obligations.

**4. Procuring Agency's Representatives**

a) **Authorized Person**

One of the Procuring Agency's personnel shall have authority to act for him. This authorized person is stated in this Bidding Document, or as otherwise notified by the Procuring Agency to the Contractor from time to time.

b) **Procuring Agency's Representative**

The name and address of Procuring Agency's Representative shall be provided to the Contractor from time to time. However, the Contractor shall be notified by the Procuring Agency, the delegated duties and authority before the commencement of works.

**5. The Contractor**

a) **General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all Supervision, Labor, Materials, Plant and Equipment which may be required.

b) **Contractor's Representative**

The Contractor shall submit to the Procuring Agency for consent, the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

c) **Subcontracting**

The Contractor shall not Subcontract the whole of works or any part of works without the consent of the Procuring Agency.

d) **Performance Guarantee**

The Contractor shall furnish to the Procuring Agency within fifteen (15) days after receipt of Letter of Acceptance, a Performance Guarantee of ten percent (10%) in the form of Bank Draft or Bank Guarantee for the amount and validity specified in the Bidding Document.

**6. Procuring Agency's Risks**

The Procuring Agency's Risks are:

- a) War, Hostilities (whether war be declared or not), Invasion and Act of Foreign Enemies, within the Country.
- b) Rebellion, Terrorism, Revolution, Insurrection, Military or Usurped Power or Civil War, within the country.
- c) Riot, Commotion or Disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Subcontractors affecting the site and / or the works.
- d) Pressure waves caused by Aircraft or other aerial devices travelling at sonic or supersonic speeds.
- e) Use or occupation by the Procuring Agency of any part of the works except as may be specified in the Contract.
- f) Design of any part of the works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible.
- g) Physical obstructions or physical conditions other than the climatic conditions encountered on the site during the performance of works, which obstructions or conditions for which the Contractor immediately notified the Procuring Agency through written letter.

**7. Time for Completion**

**a) Execution of the Works**

The Contractor shall commence the works on the commencement date as decided in the contract and shall proceed expeditiously without delay; and shall complete the works within the time for completion.

**b) Schedule for Delivery & Completion**

The Contractor shall submit to the Procuring Agency a program for works in the form stated in the Schedule of Goods Delivery & Works.

**c) Extension of Time**

The Contractor shall be entitled to an extension to the time for completion if he is or will be delayed by any of the Procuring Agency's risks subject to the Contractor's notification of intention without unreasonable delay within 7 days, of event(s) to the effect. On receipt of an application from the Contractor, the Procuring Agency shall consider all supporting details provided by the Contractor and the Procuring Agency shall extend the time for completion as appropriate.

d) **Late Completion**

If the Contractor fails to complete the works within the time for completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as per Contract for which he fails to complete the works.

**8. Taking Over**

a) **Completion**

The Contractor shall notify the Procuring Agency when he considers that the works are complete.

b) **Taking Over Notice**

The Procuring Agency shall notify the Contractor when he considers that the Contractor has completed the works stating the date accordingly. Alternatively, the Procuring Agency may notify the Contractor that the works are not ready for taking over.

The Procuring Agency shall take over the works upon issue of this notice and issue Taking Over Certificate to the Contractor. The Contractor shall promptly complete any outstanding work and, subject to Clause 9 clear the site.

The Contractor may not apply for a Taking Over Certificate earlier than fifteen (15) days from the commencement of the contract.

**9. Remedying Defects**

The Procuring Agency may at any time prior to the expiry of the period stated in the Data Sheet, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Procuring Agency any defects due to the Contractor's Design, Materials, Plant or Workmanship not in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost.

**10. Variations and Claims**

a) **Right to Vary**

The Procuring Agency may instruct Variations.

b) **Valuation of Variations**

Variations shall be valued at a lump sum price agreed between the Parties, or where appropriate, at rates in the Contract, or in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which at appropriate new rates, as may be agreed or which the Procuring Agency considers appropriate.

c) **Early Warning**

The Contractor shall notify the Procuring Agency in writing as soon as he is aware

of any circumstance which may delay or disrupt the works, or which may give rise to a claim for additional payment.

To the extent that the Contractor's failure to notify results to the Procuring Agency being unable to keep all relevant records or not taking steps to minimize any Delay, Disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension to the time for completion or additional payment shall be reduced / rejected.

d) **Valuation of Claims**

If the Contractor incurs cost as a result of any of the Procuring Agency's risks, the Contractor shall be entitled to the amount of such cost. If as a result of any Procuring Agency's risk, it is necessary to change the works; this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Procuring Agency within fifteen (15) days of the occurrence of cause.

e) **Variation and Claim Procedure**

The Contractor shall submit to the Procuring Agency an itemized detail of the value of variations and claims within fifteen (15) days of the instruction or of the event giving rise to the claim. The Procuring Agency shall check and if possible agree to the value. In the absence of Contract, the Procuring Agency shall determine the value.

**11. Contract Price and Payment**

a) **Terms of Payment**

After the delivery, Payment will be released within fifteen (15) working days.

b) **Final Payment**

Subject to the successful completion of Warranty Period, 10% Bank Performance Guarantee amount will be released within fifteen (15) working days of such consequence.

**12. Default**

a) **Default by Contractor**

If the Contractor abandons the works, refuses or fails to comply with a valid instruction of the Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further fourteen days, terminate the Contract. The Contractor shall then demobilize from the site leaving behind any Contractor's equipment which the Procuring Agency instructs in the second notice is to be used for the completion of the works.

**b) Default by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the Default. If the default is not remedied within fourteen days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty-eight days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty-one days, terminate the Contract. The Contractor shall then demobilize from the Site.

**c) Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

**d) Payment upon Termination**

Upon termination, the Contractor shall be entitled to payment of the unpaid balance of value of the works executed and of the materials reasonably delivered to the Site, adjusted by the following:

- i. Any sums to which the Contractor is entitled under Sub-Clause 10d.
- ii. Any sums to which the Procuring Agency is entitled.
- iii. Any penalty fee payable due to late completion of project not subject to any other provisions and exemptions provided within the Contract.
- iv. If the Procuring Agency has terminated under Sub-Clause 12a or 12c, the Procuring Agency shall be entitled to a sum equivalent to 20% of the value of parts of works not executed at the date of termination.
- v. If the Contractor has terminated under Sub-Clause 12b or the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to 10% of the value of parts of works not executed at the date of termination.
- vi. The net balance due shall be paid or repaid within ninety (90) days of the notice of termination.

**13. Risk and Responsibility**

**a) Contractor's Care of the Works**

The Contractor shall take full responsibility for the care of works from commencement date until the date of the Procuring Agency's notice under Sub-Clause 8b. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to works during the above period, the Contractor shall rectify

such loss or damage so that the works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's risks, the Contractor shall indemnify the Procuring Agency or his agents against all claims Loss, Damage and Expense arising out of the works.

**b) Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Procuring Agency immediately. If necessary, the Contractor may suspend the execution of works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty-four (84) days, either Party may then give notice of termination which shall take effect twenty-eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the materials reasonably delivered to the Site, adjusted by the following:

- i. Any sums to which the Contractor is entitled under Sub-Clause 10d.
- ii. The cost of his demobilization.
- iii. Less any sums to which the Procuring Agency is entitled.
- iv. The net balance due shall be paid or repaid within ninety (90) days of the notice of termination.

**14. Insurance**

**a) Arrangements**

The Contractor may, prior to commencing the works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Data Sheet except for certain items in the Procuring Agency's Risks as notified by the latter upon request. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

**b) Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage from any other amounts due to the Contractor.

**15. Resolution of Disputes**

**a) Procuring Agency's Decision**

If a dispute of any kind whatsoever arises between the Procuring Agency and the

Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Procuring Agency, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the thirty (30) days after the day on which he received such reference, the Procuring Agency shall give notice of his decision to the Procuring Agency and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall in every case, continue to proceed with the work with all due diligence; and the Contractor and the Procuring Agency shall give effect forthwith to every such decision of the Procuring Agency unless and until the same shall be revised as hereinafter provided in an arbitral award.

**b) Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Procuring Agency or if no decision is given within the time set out in Sub-Clause 15b, the Party may give notice of dissatisfaction referring to this Sub-Clause within fifteen (15) days of receipt of the decision or expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Procuring Agency is revised by an Arbitrator.

**c) Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in this Bidding Document and in language specified in Data Sheet.

**16. Blacklisting**

The following shall result in Blacklisting of Contractors, individually or collectively as part of consortium:

- a) Conviction for Fraud, Corruption, Criminal Misappropriation, Theft, Forgery, Bribery or any other Criminal Offence;
- b) Involvement in Corrupt and Fraudulent practices while obtaining or attempting to obtain the Contract;
- c) Final decision by a Court or Tribunal of competent jurisdiction that the Contractor is guilty of tax evasion;
- d) Willful failure to perform in accordance with the terms of one or more than one Contract;
- e) Failure to remedy underperforming Contracts, as identified by the Procuring Agency, where underperforming is due to the fault of the Contractor.

**17. OEM Relationship and Warranties**

The Bidder should be Authorized Partner of Principle / Manufacturer / Importer / Distributor, if not a Manufacturer for equipment quoted and their allied peripherals.

- a) All the equipment should have minimum twelve (12) months Warranty. All Software loaded / installed on active equipment should have Warranties for twelve (12) months against all the defects / bugs.
- b) The End-User's Licenses, Warranties and Contracting Support Services will be in the name of Procuring Agency for all the Equipment and relevant Software delivered during the course of the Project.
- c) No Refurbished, End of Life or Used Equipment will be supplied during the course of project.
- d) The Manufacturer / Importer supplies Sub-Standard, Misbranded or Contaminated Equipment, those will be replaced by the Contractor at his risk and cost. The Contractor shall be responsible to provide the fresh stock of standard quality within thirty (30) days against the rejected one. Otherwise, the amount equivalent to the supplied quantity of defective goods shall be deducted from their Bills / Performance Security and the Contractor may be Blacklisted by the Competent Authority.
- e) If goods are declared Sub-Standard, the Manufacturer(s) and their Distributor(s) are equally responsible and are bound to supply fresh quantity Free of Cost.

**18. Staff Trainings**

The Contractor shall train the nominated Staff of the Procuring Agency in all aspects through onsite training arrangements.

## SPECIAL CONDITIONS OF CONTRACT

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Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

1. The imported goods shall be any geographical region of the world as per laws of Pakistan; unless otherwise any other country of manufacturer / origin of equipment is mentioned in Technical Specification however their delivery / provision may vary according to geographical location of their factories.
2. The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of warranty period (or for any other period mentioned in the Technical Specification). A clearance letter / NOC will be issued by the head of concerned institution.
3. Certificate from the Manufacturer / Contractor that they will provide after sales services through its qualified technical staff.
4. The Warranty will start from the date of acceptance of equipment (properly installed, as per contracted Technical Specification and handing over of related documents mentioned in GCC and will last for its warranty period at 95% uptime.
5. The maintenance will be the responsibility of the Manufacturer / Contractor through their agent. An annual optimal uptime of 95% is considered as acceptable level of performance.
6. Software and Hardware upgradation of the equipment should be carried out as available during warranty period as recommended by the manufacturer.
7. Manufacturer / Contractor shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the equipment which may develop at any time during installation.
8. Manufacturer / Contractor will guarantee the availability of spare parts and accessories for the system for ten (10) years.
9. Uptime shall be defined as the time available to the user for doing procedures / data acquisition and processing during working hours throughout the year.
10. Manufacturer / Contractor shall check system performance during and after every 4-months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.
11. If the uptime percentage for the measurement period of four (4) months, shall fall short of 95% twice, the Performance Guarantee will be forfeited.

12. A Log Book for the equipment which needs regular after sales services (To be specified by the procuring agency in bidding document) shall be maintained by the Contractor Service Engineer in consultation with the end user department. This will include the name of the equipment, down time, preventive maintenance schedule, replacement of parts, down time etc.
13. The Contractor shall arrange the necessary arrangements for onsite training of the nominated persons by the Procuring Agency.
14. The Contractor should propose all equipment strictly compliant with Technical Specification; no optional item will be accepted.
15. Every page of this Bidding Document should be signed and sealed by the Bidder.
16. Proper testing of the goods is required prior to the delivery of material at site.
17. As a result of the inspection, examination or testing, if the delivered goods do not fulfil the agreed requirements of the Procuring Agency; the Procuring Agency may reject the products and upon failure to meet the Procuring Agency's requirements as per the Bidding Document, the Contract may be terminated.
18. The works completed shall be as per the Technical Specification within the Bidding Document as well as the Schedule of Goods Delivery & Works.
19. All / any terms and conditions not specified here shall be dealt regarding the pertinent Punjab Procurement Rules.
20. Tax will be deducted at the rate prescribed under the Tax Laws of the country from all payments for supplies and services; and if the Contractor is exempted from any specific tax then it is mandatory requirement to provide the relevant documents with the proposal.
21. The backup equipment will be provided, in case the equipment is taken by the Contractor to claim Warranty or for Repair & Maintenance.
22. Technical Evaluation carried out by the Evaluation Committee formulated by Procuring Agency, shall be final.
23. The part of contract regarding service tenure and warranty will be commenced from the date of complete installation and operation of all the equipment at site from one (1) year thereafter. Thus the defect notification /maintenance period is one (1) year.
24. All relevant Insurances will be the responsibility of the Contractor.
25. The place of Arbitration, if any, will be held in Lahore.

**A. FORM OF BID SECURITY**

**(BANK GUARANTEE)**

Guarantee No \_\_\_\_\_

Executed On \_\_\_\_\_

Name of Guarantor (Bank) with Address: \_\_\_\_\_

Name of Principal (Bidder) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures): \_\_\_\_\_

Bid Reference No: \_\_\_\_\_ Date of Bid: \_\_\_\_\_ .

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency.

**AND**

WHEREAS, the Procuring Agency has required as a condition for considering said Bid that the Principal furnish a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

1. That the Bid Security shall remain valid for a period of thirty (30) days beyond the period of validity of the Bid;
2. That in the event of:
  - a) The Principal withdraws his Bid during the period of validity of Bid.
  - b) Failure of the successful Bidder to:
    - Furnish the required Performance Guarantee.
    - Sign the proposed Contract.

Then the Bid Security shall be forfeited and the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the

said Procuring Agency in accordance with his Bid as accepted and furnish within the allotted time of his being requested to do so, a Performance Guarantee with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract and to furnish the requisite Performance Guarantee within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Guarantor (Bank) \_\_\_\_\_

\_\_\_\_\_  
**Witness 1**

- 1. Name:
- 2. Title:

\_\_\_\_\_  
**Witness 2**

- 1. Name:
- 2. Title:

**B. FORM OF PERFORMANCE GUARANTEE**

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

**To: Asst Manager I.T  
Board of Management  
Sundar Industrial Estate**

Guarantee No: \_\_\_\_\_ Date of Issue: \_\_\_\_\_

Date of Expiry: \_\_\_\_\_ Amount Secured: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor") has undertaken in pursuance of Contract to execute \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank for the sum specified therein as security for the compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank) \_\_\_\_\_ hereby affirm that we are the Guarantor and responsible, on behalf of the Contractor, up to a total of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

**BIDDING DOCUMENT FOR PHOTOCOPIERS | BOM-SIE 2017**

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed thereunder or any of the Contract Documents which may be made between the Procuring Agency and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i.e up to \_\_\_\_\_.

We further agree to replace this guarantee with a Fresh Guarantee sixty (60) days prior to the date of expiry of the guarantee being replaced for an amount equivalent to 50% of the amount of Performance Guarantee valid from the date of issuance of Taking Over Certificate up to ninety (90) calendar days after issuance of a Defects Liability Certificate, if so required by the Procuring Agency within the Contract. If the guarantee is not replaced thirty (30) days prior to the expiry of this guarantee, the Procuring Agency shall have the right to call for encashment without any rhyme or reason.

\_\_\_\_\_  
(Guarantor) Bank

Date \_\_\_\_\_

## C. FORM OF UNDERTAKING

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(On Non Judicial Stamp Paper of Rs 100/-of the Government of Pakistan)

**I / we read / understand the conditions specified in the Bid inquiry and undertake:**

1. That I / we shall remain bound to supply any item as an additional quantity at the same rate on which I / we have supplied said item during the Contract period.
2. That I / we agree whether our Bid accepted for total, partial or enhanced quantity for all or any single item.
3. I / we also agreed to supply and accept the said item at the rates for the supply of Contracted quantity within the stipulated period shown in the Contract.
4. I / we undertake that, if any of the information submitted in accordance to this Bid inquiry found incorrect, our Contract may be cancelled at any stage on our cost and risk.
5. I / we undertake that I / we have never been blacklisted in past on any ground by any Government (Federal, Provincial), a Local Body or a Public-Sector Organization. On account of submission of false statement I / we shall be disqualified forthwith and subsequently blacklisted.

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Bidder

Date \_\_\_\_\_

## D. LETTER OF BID

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Date: \_\_\_\_\_

**To: Asst Manager I.T  
Board of Management  
Sundar Industrial Estate**

Having examined the Bidding Documents including Instructions to Bidders, Data Sheet, Conditions of Contract and other sections within the aforementioned document for the Supply of 2x Photocopiers. We (the undersign), offer to supply the material and complete the works with remedy for any defects therein in conformity with the General and Special Conditions of Contract, Technical Specification and other details for the sum of Rs. \_\_\_\_\_ or such other sum as may be ascertained in accordance with the said conditions. We agree that the Procuring Agency reserves the right to reject all Bids at any stage without assigning any reason as per Public Procurement Rules.

We also understand that the selection of the Bidder shall be as per the Evaluation Criteria clearly mentioned within this Bidding Document, the purpose of which is to maximize the value for money for the Procuring Agency.

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Bidder

## E. FORM OF CONTRACT

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(The successful Bidder shall fill in this form in accordance with the instructions indicated)

This CONTRACT is made on the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

### BETWEEN

Board of Management Sundar Industrial Estate, a semi-government organization having its office at Gate #2, Sundar Industrial Estate, Sundar Road, Lahore. (hereinafter called “the Procuring Agency”), and

### AND

[insert name of Contractor], a corporation incorporated under the laws of Pakistan and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”).

WHEREAS the Procuring Agency invited Bids for the Supply of Photocopiers and has accepted a Bid by the Contractor for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Agency and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - a) The Procuring Agency’s Notification of Award.
  - b) This Contract.
  - c) General Conditions of Contract.
  - d) Special Conditions of Contract.
  - e) Schedule of Goods Delivery & Works.
  - f) The Contractor’s Bid and Original Price Schedules.

**BIDDING DOCUMENT FOR PHOTOCOPIERS | BOM-SIE 2017**

1. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
2. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Agency hereby covenants to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

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**(Procuring Agency)**

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**(Contractor)**

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**Witness 1**

1. Signature
2. Name
3. Title

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**Witness 2**

1. Signature
2. Name
3. Title

## F. PRICE SCHEDULE

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### 1. PREAMBLE TO PRICE SCHEDULE

The Price Schedule shall be read in conjunction with the Conditions of Contract and Data Sheet. The Contract shall be for the whole of the Works as described in this Bidding Document. The Bidding Document must be for the complete Scope of Works.

a) **Description**

The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Price Schedule. References to the relevant sections of the Bidding Document shall be made before entering prices against each item in the Price Schedule.

b) **Units & Abbreviations**

Units of measurement, symbols and abbreviations expressed in the Bidding Document shall comply with the System International Units (SI Units).

(Note: The abbreviations to be used in the Price Schedule to be defined by the Procuring Agency).

c) **Rates and Prices**

Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Price Schedule shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract. Any other fees or payable amounts as per the data sheet shall be adjusted from within the total Bid amount as per the Form of Bid and Price Schedule.

Unless otherwise stipulated in the Data Sheet, the rates and prices entered by the Bidder shall not be subject to adjustment during the performance of the Contract. All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.

The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Price Schedule, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items. The rates, prices and amounts shall be entered against each item in the Price Schedule. Any item against which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Price Schedule.

The Bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the Bid Price.

The Contractor shall be responsible to make complete arrangements for the transportation of the all materials and plants to the Site.

**BIDDING DOCUMENT FOR PHOTOCOPIERS | BOM-SIE 2017**

The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Technical Specification, such details shall be considered as included in the Contract Price.

**d) Bid Prices Break-up of Bid Prices shall be as follows:**

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Price Schedule.

The Bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Price Schedule.

The total of Bid Prices in the Price Schedule shall be entered in the Summary of Bid Prices.

Provisional Sums Provisional Sums included and so designated in the Price Schedule if any, shall be expended in whole or in part at the direction and discretion of the Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Procuring Agency to utilize such sums.

**2. PRICE SCHEDULE**

**Name of Bidder** \_\_\_\_\_

**Bid Number & the name of the Bid** \_\_\_\_\_

Sr	Name of Item	Make	Model	Country of Origin	Country of Make	Unit Price (Rs)	Price in Word	Qty	Total (Rs)
1	Photocopier							02	
<b>Total</b>									

**Sign and Stamp of Bidder** \_\_\_\_\_

**Note:** In case of discrepancy between unit price and total, the price in words shall prevail.

**G. SCHEDULE OF GOODS DELIVERY & WORKS**

(TEMPLATE)

<b>Sr</b>	<b>Activity</b>	<b>Start Date</b>	<b>End Date</b>	<b>Total Time (Days/ Hours)</b>

\_\_\_\_\_  
Bidder

## H. BID EVALUATION SHEET

(TEMPLATE)

**Bid Number:** \_\_\_\_\_

**Name of the Equipment and Qty:** \_\_\_\_\_

**PART- I: Preliminary Examination**

**(To be evaluated by Procuring Agency)**

**(All evaluation parameters defined below are mandatory for compliance)**

Sr	Evaluation Parameters	Bidder
1	<b>Bidding Document</b>	Yes / No
2	<b>Original Receipt of Bidding Document</b>	Yes / No
3	<b>Affidavit from Bidder</b>	Yes / No
4	<b>Bid Security</b>	Yes / No
5	<b>Bid Validity</b>	Yes / No
6	<b>Delivery Period</b>	Yes / No
<b>Remarks:</b>		<b>Eligible / Not Eligible</b>

**PART- II: Technical Evaluation**  
**(To be evaluated by Procuring Agency)**  
**(70 marks or more marks out of 100 are mandatory for technical qualification)**

<b>Sr</b>	<b>Evaluation Parameter</b>	<b>Marks</b>	<b>Obtained</b>
<b>1</b>	<b>TECHNICAL PROPOSAL</b>	<b>100</b>	
<b>1.1</b>	<b>COMPANY PROFILE</b>	<b>30</b>	
<b>1.2</b>	<b>COMPANY SIZE</b>	<b>20</b>	
<b>1.3</b>	<b>FINANCIAL CAPABILITIES</b>	<b>15</b>	
<b>1.4</b>	<b>BASIC FEATURES</b>	<b>15</b>	
<b>1.5</b>	<b>AFTER SALES SERVICES</b>	<b>20</b>	

## TECHNICAL SPECIFICATION

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Type	Desktop or Free-standing
Maximum Original Size	A3
Copy Sizes	Cassette 1,3 and 4: A3, A4, A4R, A5R Custom Size: 139.7 to 297mm x 182 to 432mm Cassette 2: A3, A4, A4R, A5R Stack Bypass: A3, A4, A4R, A5R Custom Size: 99 to 297mm x 148 to 432 mm
Resolution	Reading: 600dpi × 600dpi Copying: 600dpi × 600dpi Printing: 600dpi × 600dpi, 1200dpi x 1200dpi Number of Tones: 256 Gradations
Copy / Print Speed	A4: 35ppm A3: 22ppm
Enlargement / Reduction	Zoom: 25-400% Fixed: 25%, 50%, 70%, 100%, 141%, 200%, 400%
First Copy Time	3.9sec
Warm-Up Time	30 seconds
Multiple Copies / Prints	1 to 999 sheets
Duplexing	Standard
Paper Weight	Cassette: 64 to 90g/m <sup>2</sup> Stack Bypass: 64 to 128g/m <sup>2</sup> Duplex: 64 to 80g/m <sup>2</sup>
Paper Capacity	Cassette 1: 550 sheets (80g/m <sup>2</sup> ), Cassette 2: 550 sheets Stack Bypass: 100 sheets (A4,A4R,A5;80g/m <sup>2</sup> ) 50sheets(A3;80g/m <sup>2</sup> )
Processor Speed	400MHz
Memory	512MB Minimum
Interface	Ethernet (100Base-TX / 10Base-T), USB Host I / F 2.0 x 1 port, USB Device 1.0 x 1port
Power Supply	220-240V AC, 50/60Hz, 4.2A
Power Consumption	1.827kW
PS Fonts	Roman 136
PCL Fonts	Roman 93
Supported OS	PCL: Windows 2000 / XP / Server 2003 / Vista/ Server 2008 / Windows 7 Postscript level 3 emulation: Windows 2000 / XP/ Server 2003 / Vista / Server 2008/ Windows 7, Mac OS X (10.4 or later) UFRII-LT: Windows 2000 / XP / Server 2003 / Vista / Server

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	2008 / Windows 7, Mac OS X (10.4 or later), Linux
	Mac-PPD: Mac OS X 10.4 or later
Network Protocol	TCP/IP(LPD/ Port9100, HTTP), SMB, SNMP v1, WSD, IPv4/ IPv6 support
Scan Speed	A4, 300dpi, BW/Color
Destinations	E-Mail / Internet FAX (SMTP), PC / Server (SMB, FTP), iWDM, USB memory key
Address Book	Local Minimum 500
File Format	TIFF, JPEG, PDF, High Compression PDF