

TENDER NOTICE

Tender No.: BOMSIE/2017-18/IT/103

**BOARD OF MANAGEMENT SUNDAR INDUSTRIAL ESTATE
(BOMSIE)****TENDER NOTICE FOR
SUPPLY OF SERVER**

1. **Board of Management Sundar Industrial Estate (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 Active Taxpayers list of the Federal Board of Revenue for **supply of Server**.
2. Bidding shall be conducted through Open Competitive Bidding (Single Stage One Envelope) procedure specified in the Punjab Procurement Rules 2014.
3. Interested eligible bidders can obtain bidding documents during office hours or downloaded from the website www.sie.com.pk or www.ppra.punjab.gov.pk , with intimation to this office about his interest and participation in tender.
4. Bids complying in all aspects as per instructions given in the bidding documents along with the requisite bid security in the shape of CDR/Pay Order/Bank Draft/Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of BOMSIE, must reach at BOMSIE office mentioned hereunder on or before 28-12-2017 (Thursday) at 11:00 AM. Bids shall be opened on the same day at 12:15 PM in the presence of Company's Authorized Representatives who may choose to attend the bid opening.
5. Contract shall be awarded according to Punjab Procurement Rules 2014. BOMSIE reserve the rights to accept or reject any or all proposals as per Rules.

Manager Customer Services
03007662640

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



PROFILE & INTRODUCTION

PREFACE

Sundar Industrial Estate (SIE) is a **state-of-the-art industrial estate** which was inaugurated in **February 2007** and is the first project assigned to the Punjab Industrial Estates Development & Management Company (PIEDMC). It was envisioned to be an island of facilitation for prospective industrialists. The objective was to develop an industrial estate where issues of residents are handled and problems solved through 'One Window' operations. There are over four hundred factories in production (as of March 2016) and an additional 150 are expected to join in production in falling year(s). SIE has infrastructure comparable to any modern industrial estate globally.

After analyzing the needs of entrepreneurs, SIE has ensured availability of the following amenities.

- Reinforced Concrete Road Network
- Underground Sewerage System
- Underground Electricity Distribution System
- Walled industrial estate with limited entry/exit points.
- Telecommunications System
- Fully Equipped Fire Station
- Technical Training Facilities
- Estate-operated Security Arrangements
- Hospital / Emergency Medical Services (Social Security)
- Mosque
- Petrol Stations

In continuation of the above developments and the maintenance of these facilities, the Board of Management is inviting interested parties to bid for the provision of goods and/or works as stated in the document as follows.

INSTRUCTIONS TO BIDDERS

MANDATORY REQUIREMENTS

Interested Bidders are requested to submit the following documents to prove Eligibility & Qualification requirements.

Technical Proposal, consisting of:

- | | |
|--|--------------------|
| 1. Profile(Bidder / Manufacture) | Mandatory [Flag A] |
| 2. List of Major Clients | Mandatory [Flag B] |
| 3. Product Literature from Original Manufacturers | Mandatory [Flag C] |
| 4. NTN Certificate/Evidence of being Taxpayer | Mandatory [Flag D] |
| 5. Customer Satisfaction Letters (02) | Mandatory [Flag E] |
| 6. Earnest Money @ 2% in the shape of Pay Order/Demand Draft/ Bank Guarantee | Mandatory [Flag F] |
| 7. Warranty Info of All Equipment with Summary | Mandatory [Flag G] |
| 8. Certificate of Dealership from Orig. Manufacturer | Mandatory [Flag H] |

Financial Proposal, consisting of:

- | | |
|-------------------|--------------------|
| 1. Form of Bid | Mandatory [Flag I] |
| 2. Price Schedule | Mandatory [Flag J] |

The following instructions apply to all bidders in meeting the requirements of bid submission. Failure to conforming requirement shall result in rejection of the bid.

1. Scope of Bids

- 1.1 The Board of Management Sundar Industrial Estate (BOMSIE) seeks a bidder from whom supply of Server, as per Punjab Procurement Rules 2014.
- 1.2 Bidding shall be conducted under "**Single Stage One Envelope procedure**" laid down in Punjab Procurement Rules 2014. The contract shall be awarded as per evaluation Criteria mentioned in this document.
- 1.3 Bidders shall submit their bids with proper Indexing Table / Page Number and attach all the mandatory / required documents in Annex or tagging format.

2. Source of Funds

The BOMSIE, a body established by the Punjab Industrial Estate Development and Management Company (PIEDMC), a public-private partnership company formed by the Government of Punjab will arrange funds to meet its cost from its own resources.

3. Eligibility of Bidders

The bidder must provide following documents failing which their bid shall not be considered for further evaluation.

- 3.1 Application letter (as per the format) for participation in tendering process.
- 3.2 Attested Copy of NTN Registration Certificate and Tax Returns (3 Years).
- 3.3 Audited Accounts (Last 3 years)
- 3.4 Office details at Lahore with other Offices / Headquarters with Phone Numbers / Addresses.
- 3.5 Authorization/ Dealership letter or certificates.
- 3.6 Affidavit that the firm is not black listed by any government /semi government Department as per following specimen.

CERTIFICATE

CERTIFIED THAT M/S..... HAS NOT BEEN BLACK-LISTED BY ANY PUBLIC OR PRIVATE SECTOR ORGANIZATION IN PAKISTAN.

- 3.7 Duly signed and stamped compliance Certificate of this document.
- 3.8 Duly signed and stamped Compliance to Scope of Work of this document.
- 3.9 Duly signed and stamped Certificate / undertaking on Rs. 100/- Pakistan Judicial (Stamp) Paper by Company as mentioned below of this documents.

UNDERTAKING / CERTIFICATE

IF PROVIDED INFORMATION WITH THE BID DOCUMENTS IS FOUND FALSE, OR ANY CRIMINAL PROCEEDINGS FOUND IN ANY COURT OF LAW, THE CONTRACT "SUPPLY OF SERVER" WILL BE IMMEDIATELY TERMINATED WITHOUT MAKING ANY REFUND/PAYMENT. FURTHER, THE PERFORMANCE SECURITY GIVEN BY THE FIRM WILL ALSO BE CONFISCATED AND THE FIRM WILL BE DECLARED BLACKLISTED.

4. Cost of Tendering:

The bidder shall bear the costs associated with the preparation and submission of its documents. BOMSIE in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

5 Clarifications of Tendering Documents

A prospective bidder requiring any clarification(s) may notify to BOMSIE in writing. The BOMSIE representative will respond to any request for clarification which is received at least 5 working days before the closing date set for the submission of bids.

Amendment of Tender Documents:

- 5.1 At any time prior to the deadlines for the submission of bids, BOMSIE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective company, may modify the tender documents by issuing addendum/amendment.
- 5.2 Any addendum/amendment thus issued shall form integral part of the tender documents. To afford Company's a reasonable time frame in which to take an addendum into account in preparing their bids, the BOMSIE may at its discretion extend the deadline for submission of bids.

6. Language of Documents

- 6.1 Bid documents and related correspondence will always be in English Language.
- 6.2 The bid should have a covering letter on letterhead of the firm. All pages of the bid shall be initiated / signed and shall bear official seal of the person(s) authorized to sign/endorse.
- 6.3 All the documents attached with the bid should be in English language.

7. Price:

- 7.1 Price/bid offer should be quoted in Pak Rupees as per given format.
- 7.2 The price / bid offer quoted should be firm, final and clearly written /typed without any ambiguity.
- 7.3 The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal government etc. (e.g. GST, Income Tax, Withholding Tax etc.). Any change in taxes/duties/levies etc except change in sales tax shall be to bidder's account and no claim for change in the quoted prices shall be entertained. The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required
- 7.4 The price/bid offer shall be entered for the whole duration of till expiry of bid validity. The bidder must adhere to

- the instruction mentioned in these bidding documents and failure to do so may render their bid liable to rejection.
- 7.5 The prices quoted by the bidder which become the basis for placement of a contract and remain fixed during the bidders performance of the contract and be not subject to variation on any account. A bid submitted with variable or conditional price will be treated as non-responsive and rejected.

8. Delivery Schedule

The successful bidder shall be required to complete the job according to the delivery schedule.

9. Bid Security/Earnest Money

- 9.1 (a) The bidder shall furnish a bid security/earnest money of 2% of quoted amount as per data sheet in the form of a Call Deposit, Pay order/Bank Draft or a Bank Guarantee issued by a scheduled bank of Pakistan, in favour of the BOMSIE, Lahore . Bid Bond / Bid security must be enclosed / received along with the respective bid of a bidder at the time of bids opening. If a bid security / bid bond from a bidder is received separately from its bid, BOMSIE shall not be responsible in any way.
- 9.1 (b) This bid security will serve as guarantee in case bidder subsequently either withdraw, or unilaterally modify, vary or alter his bid after opening of the bids and before expiry of bid validity period, or fail to accept the contract, placed on them within the validity of their bid or its extended validity in case his bid turns out to be the successful bid.
- 9.1 (c) The cost of the above bid security shall be borne by the Bidder.
- 9.2 All Bid Bond shall be valid for a period of 60 days after the opening of bids or until 30 days after the expiry date (or extended expiry date) of quotation submitted by the Bidders whichever is later. In case of any subsequent extension in the validity of a bid, the Bid Bond will also be revalidated correspondingly.
- 9.3 Any bid not accompanied by an acceptable bid security shall not be read out during bid opening and shall stand rejected as Non-Responsive.
- 9.4 The bid securities/earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid whichever is earlier.
- 9.5 The bid security of the successful bidder will be returned only when the bidder sign relevant contract/agreement and furnish the required Performance Security.
- 9.6 The bid security/earnest money may be forfeited/ confiscated:**
- i. if the bidder either withdraw, or unilaterally modify, vary or alter his bid after opening of the bids and before expiry of bid validity period
 - ii. If the bidder does not accept the correction of his bid price.
 - iii. In the case of a successful bidder, if he fails to furnish the required performance security or sign the contract agreement.
 - iv. If the bidder fails to fulfill the mandatory requirements upon which he has given certificates/affidavits etc.

9.7. Validity of Bids

- i. Bids must remain valid at least for a period of **60 days** from the closing date of the tender failing which such offers having shorter validity period may be rejected.
- ii. BOMSIE may solicit the bidders consent to an extension of the period of validity. The request and the response there to shall be made in writing/email/fax. The bids security shall also be suitably extended.
- iii. Once contract is signed within the original/extended validity period of bid, the quoted prices would remain firm and irrevocable and will not be subject to any revision in prices till during whole period of the contract.

9.8. Warranty Certificate / After Sale and Services: (Bidder shall submit warranty certificate /after sale service Certificate along with original documents)

- i. The supplier warrants that the material will be in accordance with the particulars mentioned in the purchase order.
- ii. The supplier warrants that the material will be free from defects in material and workmanship.
- iii. The supplier obligations under the warranties expressed in sub paragraph (i) and (ii) above shall be limited to replacement at BOMSIE free of cost including all applicable duties and taxes which at the time of receipt by the consignee or under normal use and maintenance prove defective in material/workmanship or fail to comply with required performance in the normal course of service . This warranty shall be valid for a period of 12 months from the date of receipt of material.
- iv. This warranty shall be in addition to the normal inspection. Tenders not complying with these instructions are liable to be ignored.

10. Clarifications / Corrections of Bid:

- a. If bidder have any doubts as to the meaning of any portion of this tender, they should when submitting their bid, set out in their covering letter, the interpretation upon which they rely.
- b. No bidder will be permitted to alter his bid after the bids have been opened, but clarifications not altering substance of his bid may be solicited and / or accepted. No bidder will be asked or required to alter the substance of his bid.
- c. All deviations from or exceptions to, or qualifications of any stipulation in these bidding documents shall be clearly stated separately in the proposals.
- d. Bidders are required to attach all the required enclosures of the tender enquiry duly filled in, signed/stamped along with the bid, failing which the offer may not be considered for evaluation.

Arithmetical errors will be rectified on the following basis:

- i. If there is discrepancy between 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 discrepancy between the words and figures the amount in words shall prevail. Any mistake in addition/ totaling can also be corrected.
- ii. If the bidder does not accept the corrected amount of bid as above, his bid security may be forfeited.

11. Bids Submission and Opening:

- (a) The envelope containing your bid must be submitted in a sealed package in such a manner that the contents of the bid are fully enclosed and cannot be known until duly opened. The envelope should be marked as under:

<p>Confidential Tender Enquiry No: BOMSIE/2017-18/IT/103 Description: Supply of Server Closing Date: 28-12-2017</p>
<p>To: Board of Management, Sundar Industrial Estate. Sundar Raiwing – Road Lahore. Tel: 042-35297291-3 Fax: 042-35297080</p>

- (b) The tender shall close at 11:00 a.m. on 28-12-2017. Sealed Bids must be delivered in BOMSIE office not later than the closing time and date. It shall be the responsibility of the bidder to ensure that his bid reaches the address given in these bidding documents on or before the closing time and date. Bids received late shall not be entertained and shall be returned unopened.
- (c) Bids shall be opened the same day at 12:15 p.m in the Conference Room, BOMSIE in the presence of bidders or their authorized representatives who may choose to attend. Only one authorized representative of a bidder will be allowed to attend the public opening of bids, who will be required to submit an authority letter in his favour issued by the respective bidder(s) for attending the public opening of bids, failing which he may not be allowed to attend the public opening.
- (d) Quotation should not have any over-writings. Corrections, if any, must be made by deleting and re-writing. All such deletions/cuttings must be authenticated by additional signatures. Quotations carrying over-writing are likely to be disregarded

12. Evaluation of Bids

- 12.1 A bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 12.2 The relevant Committee will evaluate and compare only the bids determined to be substantially responsive.
- 12.3 It will be examined in detail whether the services offered by the company complies with the provisions of this tender document. For this purpose, the company's data will be compared with the tender document eligibility and evaluation criteria.
- 12.4 It will be examined in detail whether the documents comply with the conditions of the tender document.
- 12.5 Any minor informality or non-conformity or irregularity in the documents, which does not constitute a material deviation, may be waived by BOMSIE, provided such waiver does not prejudice or affect the relative ranking of any other bidder.

13. Technical Evaluation Criteria

The bids shall be evaluated on the basis of Eligibility Criteria as mentioned under Evaluation Criteria of the tender document. Based on the record / documentary evidence submitted by the bidders, each firm shall be ranked as per the under mentioned evaluation criteria.

14. Canvassing

After the public opening of the bids information relating to examination clarification and evaluation of bids and recommendation concerning award is strictly confidential. Any effect on the part of the bidder or his agent to extract information or canvassing at any stage of the tender evaluation is strictly prohibited.

15. Award of Contract and BOMSIE Right

- a). Contract against this tender enquiry as per detailed requirements and terms and conditions may be forwarded to the bidders whose bid(s) has been determined to be the lowest evaluated bid (s) with acceptable and assured delivery of services and who meets the required specifications and commercial and reliability standards.
- b). BOMSIE reserves the right to reject any or all bids which do not meet the clauses of tender document or where there is evidence of lack of competition or where the lowest evaluated bid is higher than the estimate by an amount which is in the opinion of BOMSIE is sufficient to justify such a cause.
- c). BOMSIE does not bind itself to accept the lowest price bid or any particular bid or any part of a bid and will not be responsible to pay the expenses or losses which may be incurred by any tenderer/bidder in preparation of his bid.
- d). 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 15% the quantity of goods and supplies specified in the Schedule of Prices without any change in the unit price or other terms and conditions.

16. Performance Security

16.1 PERFORMANCE SECURITY: (as per draft Appendix- "III"). Within 15 days after the notification of award of the contract, the contractor shall furnish Performance Security in the form of CDR/Pay Order/ Demand Draft/ Bank Guarantee issued by a scheduled Bank in Pakistan, to the BOMSIE @ of 10% (percent) of the total net value of the contract. The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

16.2 The Performance Security shall remain valid for one month after completion of the contract period or till expiration of warranty period. BOMSIE shall promptly notify the contractor in writing of any claim arising out of performance of the contract. Upon receipt of such notice, the contractor shall, with all reasonable speed, settle the claims. If the contractor having been notified, fails to fully settle the claim within a week's time, BOMSIE may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which BOMSIE may have against the contractor under the contract, including partial or complete forfeiture of the Performance Security.

16.3 Nothing contained herein shall be construed to limit the contractor's obligations and liabilities with regard to the performance of the contract.

16.4 The Performance Security will be discharged by BOMSIE as soon as possible following the date of completion of the contractor's Performance obligations under the contract.

17. Penalty of Delay

In case, bidder fails to execute the contract in accordance with the terms & conditions laid down in the contract agreement, performance security may be en-cashed and penalty @ 1% of total cost per week will be imposed (maximum up to 10%).

ELIGIBILITY & QUALIFICATION CRITERIA

The interested party must meet the following conditions to be eligible for submission of bid:

- Income Tax / Sales Tax Registered
- Active Taxpayer
- Net worth should be positive.

The following qualifications are also required:

- Having supplied of Servers worth more than 2 million (cumulative) in the year.
 - Be an authorize dealer by the manufacturer of proposed Server.
 - Be in business of Server from relevant manufacturer for at least two years.
 - Having supplied server of same model to at least five (05) different purchasers (proof of purchases required) in the past year.
 - Minimum one year OEM for the purposed goods/ supplies.
-

EVALUATION CRITERIA

1. To qualify, applicant must meet **all** eligibility and minimum qualification requirements (with proof), as per clauses 3 of ITB in these documents, failure to do so shall result in disqualification.
2. **The method for selection of bidder will be the weighted average method as per the below formula:**
 - 70 percent technical
 - 30 percent financial
3. The aggregate scores shall be evaluated as per the formula:
The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: **Sf = 100 x Fm/ F**, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.
The weights given to the Technical (T) and Financial (P) Proposals are: **T = 70% /weight, and P = 30% / weight**. Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: **S = St x T% + Sf x P%**.
4. The firms shall be evaluated on the basis of submitted documents only.
5. Broad criteria as tabulated here shall be used to evaluate the submitted documents and evaluate bidders for responsiveness:

Sr.	Evaluation Criteria	Weight
1	General Profile and qualification / suitability for the task	25
2	Experience in the specific assignment and Past Performance	25
3	Equipment	30
4	Warranty & Repair / Maintenance	20
	Total Weight	100

Marks for the categories in table above shall be awarded as per the sub criteria below.

General Profile and qualification / suitability for the task	25	Total Marks
<ul style="list-style-type: none"> • Minimum 3 years • 4 - 5 years • Above 5 years 	15	Min 15 Marks
	5	Additional 5 Marks
	5	Additional 5 Marks
Experience in the specific assignment and Past Performance	25	Total Marks
<ul style="list-style-type: none"> • At least 5 servers of same specification in the past 5 years • Supply of same equipment to at least 02 public sector organizations in past 5 year 	15	Marks
	10	Marks
Equipment	30	Total Marks
<ul style="list-style-type: none"> • Conformity to Technical Specifications 	30	Marks
Warranty & Repair / Maintenance	20	Total Marks
<ul style="list-style-type: none"> • OEM warranty for the purposed equipment 	20	Marks

***Satisfactory note from customers required**

SPECIFICATIONS

TECHNICAL SPECIFICATIONS OF SUPPLY OF SERVER

SERVER [NAS]
Processor: Intel Xeon Processor or Equivalent E3-1220 V5 3.0Ghz with 8MB Cache Memory: minimum 16GB or higher Hard Drive: 4 x 4TB total 16TB Hot-Swappable 3.5" SATA 6 GB/s up to 40TB Support GPU: Integrated 8 th generation Intel HD Graphic LAN Port: Integrated 2 x 10/100/1000 based Rj45 Ethernet Ports Raid Controller: PERC H730 (internal drives) or H830 (optional for external drives) RAID 5 USB Ports: Integrated 4 x 2.0 or higher Other interface: Remote management Form Factor: 1U, Rack Mount with Dual Redundant Power Supply Output: 350W File access protocols CIFS, NFS, FTP, SMB3.0, SMB Direct (RDMA) Block access protocols Leverages shared storage back end for block access; Microsoft iSCSI Target

Note: It will be responsibility of the successful tenderer to provide necessary training to the concerned staff of the Purchaser.

DATA SHEET

- 1. Name of Procuring Agency** Board of Management Sundar Industrial Estate
- 2. Address** Gate #2. Sundar Industrial Estate, Sundar-Raiwind Road, Lahore
- 3. Name of Tender** Supply of Server
- 4. Deadline for Submission** On or before 11:00A.M December 28, 2017 at address above.
- 5. Opening of Bid** 12:15 P.M on December 28, 2017 at address above.
- 6. Method of Bid** Single Stage, One Envelope
- 7. Earnest Money** 2% of estimated amount (PKR 12,000/-)
- 8. Estimated Amount** 0.6 Million PKR
- 9. Bid Validity Period** Sixty (60) days from bid opening date
- 10. Documents forming the Contract (order of priority)** Contract Agreement (with GCC and SCC)
Specifications
Data Sheet
Letter of Acceptance
Addenda (if any)
- 11. Delivery of Goods** Delivery of Goods shall be made within 2-4 weeks of receiving Award of Contract/Purchase Order
- 12. Payment** 100 percent payment shall be made within 1 month of Goods Received Note, which shall be given at successful delivery of complete list of goods as per Award of Contract.
- 13. Warranty** Minimum Warranty for each product provided shall be as mentioned in the ITB.
- 14. Performance Guarantee** 10% (percent) of the total net value of the contract.

FORMS**FORM OF BID SECURITY****Annexure I**

Guarantee No. _____

Executed on _____

Name of Guarantor (Bank) with address:

Name of Principal (Tenderer) with address _____

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

Tender Reference No. _____ Date of Tender _____

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Tender 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 Tender numbered dated as above for _____ (Particulars of Tender) to the said Procuring Agency

and

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

1. that the Tender Security shall remain valid for a period of 28 days beyond the period of validity of the tender;
2. that in the event of;
 - (a) the Principal withdraws his Tender during the period of validity of Tenderer
 - (b) failure of the successful tenderer to sign the proposed Contract Agreement.

then the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer 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 Tender as accepted and furnish within the allotted time of his being requested to do so.

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 Agreement, 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. Signature
2. Name
3. Title

Witness 2

1. Signature
2. Name
3. Title

FORM OF CONTRACT AGREEMENT**Annexure II**

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

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

BETWEEN

(1) *Board of Management Sundar Industrial Estate, a semi-government organization under the laws of Pakistan and having its principal place of business at Gate #2, Sundar Industrial Estate, Sundar-Raiwind Road, Lahore.]* (hereinafter called "the Procuring Agency"), and

(2) *[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 *Supply & Installation of Outdoor SMD Screen* and has accepted a Bid by the Supplier for the supply of those Goods in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall 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) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Schedule of Goods Delivery
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award

3. 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.

4. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Contractor hereby covenants to pay the Procuring Agency in consideration of the provision of the Goods 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 Agreement 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.

(Procuring Agency)

(Contractor)

Witness 1

1. Signature
2. Name
3. Title

Witness 2

- 1.
- 2.
3. Title

Signature
Name

FORM OF PERFORMANCE GUARANTEE

Annexure III

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

To: Board of Management Sundar Industrial Estate

Gate #2 Sundar Industrial Estate

Sundar-Raiwind Road, Lahore, Pakistan

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 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.

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 Board of Management Sundar Industrial Estate 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 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate up to eight four (84) calendar

days after issuance of a Defects Liability Certificate, if so required by BOMSIE within the contract agreement. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, BOMSIE shall have the right to call for encashment without any rhyme or reason.

(Guarantor) Bank

Date _____

FORM OF BID

Annexure IV

Please attach breakdown of the proposed amount alongside this cover letter.

To:

**Board of Management
Sundar Industrial Estate
Lahore.**

Having examined the Bid Documents including Instructions to Bidders, Bidding Data, Conditions of Contract and other sections within the aforementioned document for the supply of Server, we (the undersigned), offer to provide the good mentioned therein, in conformity with the General and Special Conditions of Contract, Specifications 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 BOM-SIE reserves the right to reject all Bids at any stage.

We also understand that the selection of the Bidder shall be in line with the eligibility criteria through the single-stage, one-envelope method clearly mentioned within this Bidding Documents.

(Signature & Company Stamp)

M/S

PRICE SCHEDULE**Annexure V**

Fill the price schedule on the next pages as per the quantities mentioned alongside. The total bid amount should be mentioned in Form of Bid.

S. No.	DESCRIPTION	Quantity	Unit Price	Total Amount
1	SERVER	01		
			Total:	
			GST	
			Grand Total:	

GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL PROVISIONS**1.1 Definitions**

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Data Sheet.

1.1.2 "Specifications" means the document as listed in the Data Sheet, including Procuring Agency's requirements in respect of material and aesthetic design (as shown in pictures) to be carried out by the Contractor, and any Variation to such document.

Persons

1.1.4 "Procuring Agency" means the person named in the Data Sheet and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 "Contractor" means the person named in the Data Sheet and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.

1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

1.1.7 "Commencement Date" means the date mentioned within the Contract when it comes into effect or any other date agreed between the Parties.

1.1.8 "Day" means a calendar day

1.1.9 "Time for Completion" means the time for delivery of Finished Goods as stated in the Data Sheet or as calculated from the Commencement Date.

Money and Payments

1.1.10 "Country" means the Islamic Republic of Pakistan.

1.1.11 "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.

1.1.12 "Variation" means a change to the Specification which is instructed by the Procuring Agency.

1.2 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.

1.3 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 the Data Sheet.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1. Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency in respect of the Supply and Delivery of Goods.

2.2. Approvals

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

3. PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

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

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall deliver the finished goods as per specification as mentioned within this Document. The contractor is liable to provide the goods equivalent to the quality provided in the samples, failure to which may result in cancellation of the contract at the Procuring Agency's discretion.

4.2 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.

5. TIME FOR DELIVERY OF GOODS

5.1. Delivery of Goods

The Contractor shall deliver the Goods on the Delivery Date as decided in the agreement.

5.2. Extension of Time

The Contractor shall be entitled to an extension to the Delivery of Goods if he is or will be delayed by any incident as mentioned under Force Majeur subject to the Contractor's notification of intention without un-reasonable delay. 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 Delivery of Goods as appropriate.

5.3. Letter of Satisfaction

After receiving the goods, the Procuring Agency shall issue a letter of satisfaction or a GRN to confirm receipt, upon which the payment terms as mentioned within the Data Sheet shall be followed.

6. REMEDYING DEFECTS

6.1 Remediating Defects

The Procuring Agency may at any time prior to the expiry of the warranty period stated in the Data Sheet, notify the Contractor of any defects. The Contractor shall remedy/replace at no cost to the Procuring Agency any defected goods that do not meet the mentioned specifications or the quality of the sample goods.

The cost of remediating 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 return the specific item(s) until the mentioned specifications are met.

7. VARIATIONS AND CLAIMS

7.1 Right to Vary

The Procuring Agency may instruct Variations.

7.2 Valuation of Variations

Variations shall be valued as follows:

- 7.2.1. at a lump sum price agreed between the Parties, or
 7.2.2. where appropriate, at rates in the Contract, or

7.2.3. in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which

7.2.4. at appropriate new rates, as may be agreed or which the Procuring Agency considers appropriate.

7.3 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 Delivery of finished goods.

7.4 Variation and Claim Procedure

The Contractor shall submit to the Procuring Agency an itemized make-up of the value of variations and claims within 14 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 agreement, the Procuring Agency shall determine the value.

8. CONTRACT PRICE AND PAYMENT

8.1 Terms of Payments

Payment of the Contract Price shall be made as per provisions in the Data Sheet. The goods shall be valued as provided for in the Specifications and Schedule of Prices.

8.2 Currency

Payment shall be in the currency stated in the Data Sheet.

9. DEFAULT

9.1 Default by Contractor

If the Contractor abandons the contract terms, 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 14 days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further 14 days, terminate the Contract.

10. RESOLUTION OF DISPUTES

10.1 Procurement 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 twenty-eight (21) days after the day on which he received such reference, the Competent Authority of 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 Competent Authority less and until the same shall be revised, as hereinafter provided in an arbitral award.

10.2 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.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. If as a result of the inspection, examination or testing, 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 Tender Documents, the contract may be terminated.
2. The goods shall be provided strictly as per the Specifications mentioned within the Bid Documents.
3. The goods completed shall be as per the Specifications within Bid Documents.
4. A Letter of Acceptance/Purchase order shall be given with applicable graphical logos of Sundar Industrial Estate as well as any further details needed for successful delivery of goods; these details shall be met to the Procuring Agency's satisfaction for the Delivery of Goods can be deemed complete.
5. Pre-shipment inspection will be done.