

UNIVERSITY OF THE PUNJAB



BID DOCUMENTS

**PROCUREMENT OF LABORATORY
CHEMICALS**

FOR CENTRE FOR APPLIED MOLECULAR BIOLOGY

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Section-I: Invitation to Bids

Invitation to Bids

Bids are invited by University of the Punjab from interested manufacturers / Authorized / Sole Distributors / Contractors / Suppliers registered with GST & NTN on single stage two envelop basis for the following descriptions.

Bids only through E-Pak Acquisition and disposal system (EPADS) will be entertained (<https://punjab.eprocure.gov.pk>). No bid other than EPADS will be accepted. Bid security will be submitted before closing of tender physically in the office of Procurement Wing, 2nd Floor, Admin Block, Quaid-e-Azam Campus, Lahore, (Tel: 042-99233105). Bidder will also upload the complete scanned copy of their bid in EPADS.

Bidding documents, containing detailed terms and conditions can be downloaded from the websites of PPRA EPAD (<https://punjab.eprocure.gov.pk>) or (www.ppra.punjab.gov.pk). In case of any query, guidance can be sought from Procurement Wing, 2nd Floor, Admin Block, Quaid-e-Azam Campus, Lahore, (Tel: 042-99233105). Tender Fee will be deposited in Habib Bank Ltd. Quaid-e-Azam Campus Branch, University of the Punjab, Lahore Account No. 01827902137801 (A/C Title: PU INCOME SALES OF BOOK/ PUBLI/ LEAS) and copy of deposit challan shall be attached with the Technical Bid.

The bid prepared in accordance with the instructions contained in the bidding documents must be submitted on EPADS by **12-09-2024** till **10:30 (a.m.)**, which will be opened on the same date at **11:00 (a.m.)**. If there is a public holiday announced by the Government on the tender opening date, then the tender will be opened on the next working day.

1.1 INVITATION TO BIDDERS

BIDDING DOCUMENTS FOR PROCUREMENT OF LABORATORY CHEMICALS FOR CENTRE FOR APPLIED MOLECULAR BIOLOGY

Bids are invited by University of the Punjab from interested manufacturers / Authorized / Sole Distributors / Contractors / Suppliers registered with GST & NTN on single stage two envelop basis for the following descriptions.

Bidding Document can be downloaded immediately from the websites of PPRA EPAD (<https://punjab.eprocure.gov.pk>) or (www.ppra.punjab.gov.pk).

Bid Document Fee of Rs.1,000/- will be deposited in Habib Bank Ltd. Quaid-e-Azam Campus Branch, University of the Punjab, Lahore Account No. 01827902137801 (A/C Title: PU INCOME SALES OF BOOK/PUBLI/LEAS) and original deposit challan shall be attached with the Technical Bid.

Sr. No.	Description	Estimated Amount in Millions
1	Laboratory Chemicals	Rs.3 Million

The bid prepared in accordance with the instructions contained in the bidding documents must be submitted on EPADS by **12-09-2024 till 10:30 (a.m.)**. All Bids must be accompanied by a Bid Security of **5%** of the estimated price in the form of CDR/ Demand Draft / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at **11:00 a.m.** In case of any query, guidance can be sought from Procurement Wing, 2nd Floor, Admin Block Quaid-e-Azam Campus Lahore (Tel: 042-99233105) during office hours.

Bidding documents, containing detailed terms and conditions can be downloaded from the websites of PPRA EPAD (<https://punjab.eprocure.gov.pk>) or (www.ppra.punjab.gov.pk). In case of any query, guidance can be sought from Procurement Wing, 2nd Floor, Admin Block, Quaid-e-Azam Campus, Lahore, (Tel: 042-99233105). In case of official holiday on the day of submission, next working day will be treated as closing date and said tender will be opened on same day.

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

2.1.1 Scope of Bid

University of the Punjab invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

University of the Punjab.

2.1.3 Eligible Bidders

- (i) The Invitation to Bids is open to all suppliers i.e. association of firms/companies/sole proprietor/ general order suppliers, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.), except as provided hereinafter.
- (ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University of the Punjab to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].
- (iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- (iv) Bidders shall not be under a declaration of blacklisting by University of the Punjab.
- (v) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.
- (vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates, which have been engaged by University of the Punjab to provide consulting services for the preparation of the design, specifications and other documents to be used.
 - (b) Have controlling shareholders in common; or
 - (c) Receive or have received any direct or indirect subsidy from any of them; or
 - (d) Have the same legal representative for purposes of this Bid; or
 - (e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of University of the Punjab regarding this Bidding process; or
- (vii) A Bidder may be ineligible if –
 - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

- (c) Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
- (g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
- (viii) Bidders shall provide to University of the Punjab evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- (ix) Bidders shall provide such evidence of their continued eligibility satisfactory to University of the Punjab, as University of the Punjab shall reasonably request.
- (x) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

- (i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS/Technical Specification), and all expenditures made under the contract will be limited to such goods and related services.
- (ii) 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. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- (iii) The origin of goods and services is distinct from the nationality of the Bidder. In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.

2.1.5. Cost of Bidding

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

2.1.6. One person one bid

- (i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or any similar arrangement.
- (ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- (iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- (i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

- (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer's Authorization Form
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form
 - (o) Contract Form
 - (p) Price Schedule
 - (q) Performance Guarantee Form
 - (r) Check List
- (ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
 - (ii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
 - (iii) The University of the Punjab is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the University of the Punjab or from its website or website of PPRA. Re-confirming from the University of the Punjab that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.3. Preparation of Bids

2.3.1. Language of Bid

- (i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the University of the Punjab shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

- (i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

- (i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- (ii) Prices indicated on the Price Schedule shall be item wise.
- (iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the University of the Punjab and will not in any way limit the University of the Punjab's right to contract on any of the terms offered.
- (iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

- (i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- (i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- (ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the University of the Punjab's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- (iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the University of the Punjab's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [*Manufacturer's Authorization form No. 8.3*] or producer to supply the same in Pakistan;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

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

- (i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- (ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- (iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the University of the Punjab; and
- (c) an item-by-item commentary on the University of the Punjab's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- (iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the University of the Punjab in its Technical Specifications, are intended to be descriptive only and not restrictive.
- (v) Where a sample(s) is required by a University of the Punjab, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

{However, the University of the Punjab may also opt to ask for samples after submission of technical bids (where require)}
- (vi) The University of the Punjab may retain the sample(s) of the successful Bidder till the successful delivery of the goods. University of the Punjab may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- (vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- (viii) Samples made up from materials supplied by University of the Punjab shall not be returned to a Bidder nor shall University of the Punjab be liable for the cost of making them.
- (ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the University of the Punjab till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- (x) **Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services, which the Bidder proposes to deliver.**
- (xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the University of the Punjab.
- (xii) The required documents and other accompanying documents must be in English/Urdu. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

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

- (ii) The Bid security is required to protect the University of the Punjab against the risk of Bidder's conduct, which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- (iii) The Bid security shall be in Pak Rupees in favour of Treasurer, University of the Punjab and shall be in one of the following forms:
 - (a) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for 180 Days, beyond the validity of Bid.
- (iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the University of the Punjab as non-responsive.
- (v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than 180 days after the expiration of the period of Bid validity prescribed by the University of the Punjab pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14.
- (vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- (vii) The Bid security may be forfeited:
 - (a) If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - (b) In the case of a successful Bidder, if the Bidder:
 - (1) Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
 - (2) Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
- (viii) If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- (i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the University of the Punjab. A Bid valid for a shorter period may be rejected by the University of the Punjab as non-responsive.
- (ii) In exceptional circumstances, the University of the Punjab may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- (i) The Bidder shall prepare an original bid.
- (ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with University of the Punjab on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- (iii) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- (iv) Any interlineation, erasures, or overwriting shall be valid only if, they are initialed by the authorized person for signing the Bid.
- (v) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.

- (vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bid.
- (vii) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- (i) As per Rule 24, the Bidder shall seal the Bid.
- (ii) The envelope shall:
 - a. be addressed to the University of the Punjab at the address given in the Bid Data Sheet; and
 - b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE..... (time and date),”
- (iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- (iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the University of the Punjab will assume no responsibility for the Bid’s misplacement or premature opening.
- (v) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - (a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
- (vi) The inner and outer envelopes shall:
 - a) be addressed to the University of the Punjab at the address provided in the BDS;
 - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
 - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.
- (vii) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the University of the Punjab will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

- (i) Bids must be received by the University of the Punjab at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.
- (ii) The University of the Punjab may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the University of the Punjab and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- (iii) Bids shall be received by the University of the Punjab at the address specified under **BDS** not later than the date and time specified in the **BDS**.

2.4.3. Late Bids

- (i) Any Bid received by the University of the Punjab after the deadline for submission of Bids prescribed by the University of the Punjab pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- (ii) The University of the Punjab shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- (iii) Any Bid received by the University of the Punjab after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

- (i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the University of the Punjab prior to the deadline prescribed for submission of Bids.
- (ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- (iii) No Bid may be modified after the deadline for submission of Bids.
- (iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- (v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the University of the Punjab prior to the deadline for submission of Bids.
- (vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the University of the Punjab

- (i) The University of the Punjab will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- (ii) The envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the University of the Punjab may consider appropriate, will be announced by the Procurement Evaluation Committee.
- (iii) In case of Single Stage Two Envelope Procedure, the University of the Punjab will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the University of the Punjab until the specified time of their opening.
- (iv) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the University of the Punjab may consider appropriate.
- (v) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the University of the Punjab against any claim or failure to read out the correct information contained in the Bidder's Bid.

- (vi) No Bid will be rejected at the time of Bid opening except for late Bids, which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- (vii) The University of the Punjab shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- (viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- (ix) Minutes of the Financial Bid Opening shall be recorded and communicated to all the bidders who wish to attend the meeting.

2.5.2. Confidentiality

- (i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- (ii) Any effort by a Bidder to influence the University of the Punjab processing of Bids or award decisions may result in the rejection of its Bid.
- (iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the University of the Punjab on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- (i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the University of the Punjab may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the University of the Punjab shall not be considered.
- (ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the University of the Punjab in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- (iii) The alteration or modification in the Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- (iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the University of the Punjab on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

- (i) The University of the Punjab will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

- (ii) Arithmetical errors will be rectified on the following basis:-
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- (iii) Prior to the detailed evaluation, the University of the Punjab will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The University of the Punjab's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- (iv) If a Bid is not responsive, it will be rejected by the University of the Punjab and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- (v) Prior to the detailed evaluation of Bids, the University of the Punjab will determine whether each Bid:
 - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
 - b) Has been prepared as per the format and contents defined by the University of the Punjab in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents.
 - f) The University of the Punjab's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

- (i) The University of the Punjab shall examine the Bid to confirm that all terms and conditions specified in the **General Contract Clause (GCC)** and the **Special Contract Clause (SCC)** have been accepted by the Bidder without any material deviation or reservation.
- (ii) The University of the Punjab shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- (iii) If after the examination of the terms and conditions and the technical evaluation, the University of the Punjab determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

- (i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the University of the Punjab there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- (ii) The amount stated in the Bid will, be adjusted by the University of the Punjab in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. Conversion to Single Currency

- (i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the University of the Punjab will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:
- For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-Qualification & Evaluation of Bids

- (i) In the absence of **prequalification**, the University of the Punjab will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- (ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the University of the Punjab deems necessary and appropriate.
- (iii) The University of the Punjab will **technically evaluate** and compare the Bids, which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- (iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the University of the Punjab which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the University of the Punjab

- (i) Subject to ITB Clause 2.5.3, no Bidder shall contact the University of the Punjab on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the University of the Punjab, it should do so in writing.
- (ii) Any effort by a Bidder to influence the University of the Punjab during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- (i) As per Rule-67 of PPR-14, University of the Punjab shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the University of the Punjab.

- (ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the University of the Punjab well before the proposal submission deadline.
- (iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the University of the Punjab well before the proposal submission deadline.
- (iv) Any Bidder feeling aggrieved by any act of the University of the Punjab after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the University of the Punjab shall announced the technical evaluation report to the participating bidders by calling through emails for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- (v) In case, the complaint/grievance is filed, after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- (vi) The Grievance Redressal Committee (GRC) shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- (i) Prior to the expiration of the period of Bid validity, the University of the Punjab will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- (ii) The notification of award will constitute the formation of the Contract.
- (iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the University of the Punjab will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

- (i) Within fifteen (15) days of the receipt of notification of award from the University of the Punjab, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the University of the Punjab.
- (ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the University of the Punjab may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

- (i) At the same time as the University of the Punjab notifies the successful Bidder that its Bid has been accepted, the University of the Punjab will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order.

- (ii) Under rule-63 of PPR-14, where the University of the Punjab requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the University of the Punjab.
- (iii) Where no such formal signing is required by the University of the Punjab, the University of the Punjab shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

- (i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the University of the Punjab will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. University of the Punjab's Right to Vary Quantities at Time of Award

- (i) The University of the Punjab reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

2.6.6. University of the Punjab's Right to Accept or Reject All Bids

- (i) As per rule 35 of PPR-14, the University of the Punjab reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- (ii) The Bidders shall be promptly informed about the rejection of the Bids, if any.
- (iii) The University of the Punjab shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

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

2.6.8. Corrupt or Fraudulent Practices

- (i) The University of the Punjab, Bidders, Suppliers and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

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

a) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

b) Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009 and rule 21 and sub-rule (6) of rule 21 of PPR-14.

Section-III. Technical Specifications

3.1. Technical Specifications

Sr. No.	ITEMS DESCRIPTIONS	Qty.
1	<p><u>HCV QUANTITATIVE TEST KIT ALONG WITH EXTRACTION:</u> One Test (as applicable) = Extraction Kit (Auto or Manual with minimum 98% recovery)+Amplification Kit+ Consumables + Controls + Calibration Standards capable of detecting HCV. IUs across all 6 genotypes of HCV. The limit of detection must be less than 15 IU/ml with a confidence interval of more than 95%. Kits must be for In-vitro Human diagnostics (IVD) & CE marked. Real time PCR or any other advance NAAT (Nucleic Acid Amplification Test) detection and quantification test kit, ready to use, complete kit with all disposables and consumables as per needs put forth by procuring agency i.e. essential reagents (set of RNA extraction and amplification reagents in correct proportionate quantity including internal controls and standards, disposable/single use sterile clinical / lab grade PCR Tubes, Filter Tips, 1.5ml Tubes, secondary tubes 3ml or 5ml as per recommendations of the manufacturer, Ethanol, Gloves etc.) should be provided Free of Cost along with the kits. The number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in the number of tests. Furthermore, reagents/tests lost due to instrumentation error, including but not limited to errors/unsatisfactory performance caused by contamination issues, any precededented/ unprecedented technical errors, installation shortcomings, or loss of power lost due to human/operator error shall be compensated as well but the number of tests compensated against kits lost to human/operator may not exceed 5% of total tests purchased by procuring agency. Machines/platforms for the usage of said kits will be provided by the supplier, along with installation and troubleshooting services as well as regular calibration, maintenance, up keep, repair, and decontamination of said machinery. The supplier will be responsible for the replacement of any non-functional machinery and/or machinery parts within the stipulated timeframe depending on workload. The supplier will be responsible for initial training and refresher training of user staff in terms of machine usage as well as biosafety procedures and decontamination protocols as and when required. Technical Specifications for the above-mentioned accessories (items other than extraction and amplification kits) must be compatible with the offered kits and the machinery shall comply with technical specifications/samples provided by the procuring agency as well. The bidder will ensure the provision of the kits directly from the manufacturer to the procuring agency as per demand (with a minimum six-month expiry from the date of delivery), however, the bidder may act as a local agent of the manufacturer ensuring the provision of technical, maintenance, replacement, training, troubleshooting and supply services.</p>	1500 Reportable Tests

Sr. No.	ITEMS DESCRIPTIONS	Qty.
2	<p><u>HBV QUANTITATIVE TEST KIT ALONG WITH EXTRACTION:</u></p> <p>One Test (as applicable) = Extraction Kit (Auto or Manual with minimum 98% recovery) + Amplification Kit + Consumables + Controls + Calibration Standards capable of detecting HBV.</p> <p>IUs across all 6 genotypes of HBV limit of detection must be less than 10IU/ml with a confidence interval of more than 95%. Kits must be for In-vitro Human diagnostics (IVD) & CE marked.</p> <p>Real time PCR or any other advance NAAT (Nucleic Acid Amplification Test) detection and quantification test kit, ready to use, complete kit with all disposables and consumables as per needs put forth by procuring agency i.e. essential reagents (set of RNA extraction and amplification reagents in correct proportionate quantity including internal controls and standards, disposable/single use sterile clinical / lab grade PCR Tubes, Filter Tips, 1.5ml Tubes, secondary tubes 3ml or 5ml as per recommendations of the manufacturer, Ethanol, Gloves etc.) should be provided Free of Cost along with the kits.</p> <p>The number of tests counted in each kit shall be those which are performed for diagnosis exclusively, controls and any other measures consuming reagents shall not be counted in number of tests. Furthermore, reagents/ tests lost due to instrumentation error, including but not limited to errors/unsatisfactory performance caused by contamination issues, precededent / unprecedented technical errors, installation short comings, and loss of power backup before the stipulated backup time shall be compensated in full to the procuring agency. Tests lost due to human/ operator error shall be compensated as well but the number of tests compensated against kits lost to human/operator may not exceed 5% of total tests purchased by the procuring agency.</p> <p>Machines/platforms for the usage of said kits will be provided by the supplier, along with installation and troubleshooting services as well as regular calibration, maintenance, upkeep, repair, and decontamination of said machinery. The supplier will be responsible for the replacement of any non-functional machinery and/or machinery parts within the stipulated time frame depending on workload.</p> <p>The supplier will be responsible for initial training and refresher training of user staff in terms of machine usage as well as biosafety procedures and decontamination protocols as and when required. Technical Specifications for the above-mentioned accessories (items other than extraction and amplification kits) must be compatible with the offered kits and the machinery shall comply with technical specifications/samples provided by the procuring agency as well.</p> <p>The bidder will ensure the provision of the kits directly from the manufacturer to the procuring agency as per demand (with a minimum six-month expiry from the date of delivery), however, the bidder may act as a local agent of the manufacturer ensuring the provision of technical, maintenance, replacement, training, troubleshooting and supply services.</p>	500 Reportable Tests

Section-IV: Bid Data Sheet

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: University of the Punjab, Lahore. The subject of procurement is: Procurement of Laboratory Chemicals Period for delivery of goods: As per below mentioned schedule Commencement date for delivery of Goods: After issuance of Work / Purchase Order.
2.	2.1.2	Financial year for the operations of the University of the Punjab: 2024-25 Name of Project/ Grant (Development or Non Development): Non-Development Name of financing institution: Own source of University.
3.		Ineligible country(s): N.A
B. Bidding Documents		
4.	2.2.2	The address for clarification of Bidding Documents is: E-PAD
5.	2.2.2	Pre-bid meeting will not be held.
C. Bid Price, Currency, Language and Country of Origin		
6	2.3.1	Language: English / Urdu.
7	2.3.4	The price quoted shall be <u>Inclusive of all applicable taxes.</u>
8	2.3.4	The prices shall be fixed.
9.	2.1.4 (ii)	Country of origin
D. Preparation and Submission of Bids		
10.	2.1.3	Qualification Criteria/Knock down criteria. i. Minimum relevant experience required for bidder and product ii. Registration of the Bidder with relevant forums/ organizations. iii. Registration with relevant tax authority i.e. FBR/PRA etc. as active tax payer. iv. Minimum financial soundness based on average turn over for last three years v. Affidavit to the effect that:- <ul style="list-style-type: none"> Bidder is not currently blacklisted by the University of the Punjab. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. The provided information is correct.
11.	2.3.6&2.3.7	Spare parts required for as per requirement.
12.	2.2.2	Bid shall be submitted on: E-PAD Only
13.	2.4.2	The deadline for Bid submission is a) Day : Thursday b) Date: 12-09-2024 c) Time: 10:30 a.m.

14.	2.5.1	Time, date/ Month/ Year, and place for Bid opening. Date: 12-09-2024 Time: 11:00 am. At the Committee Room of P&D Wing, 1st Floor, Admin Block, Quaid-e-Azam Campus, Lahore.
15.	2.6.2	Amount of Performance Guarantee is: 10% of the ordered value which will be released after the completion of warranty period.
16.	2.3.8	Amount of Bid security is: Rs.150,000/-
18.	2.3.9	Bid validity period after opening of the Bid is: 180 days.
19.	2.3.9	Number of copies of the Bid to be provided on: EPAD Only
E. Opening and Evaluation of Bids		
20.	2.5.1	The Bid opening shall take place at: At the Committee Room of P&D Wing, 1st Floor, Admin Block, Quaid-e-Azam Campus, Lahore. Day: Thursday Date: 12-09-2024 Time: 11:00 am.
21.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: Pak Rupees

DELIVERY SCHEDULE

Location	Item	Delivery Period from the date of Notification of Award
Centre for Applied Molecular Biology	Lab Chemicals (HBV & HCV PCR Kits along with Extraction)	The delivery period shall not be more than 30 days from the date of issuance of the supply order. CAMB Diagnostic Lab will request suppliers for kits as and when required with a minimum six-month expiry from the date of delivery.

Note: The above equipment/goods shall be supplied at the location identified by the client complete in all respects with all warranty and compulsory documents/invoices.

Bid Evaluation & Marking System

ITB 25.3 Criteria & Marking System on Comparative Basis for the Evaluation of Technical Proposals are under for Bidder:

Parameters	Detail			Total Marks
Past Performance (Within Previous 3 Y)	No. of Institutions Served			20
	i	1 to 3	5	
	ii	4 to 6	10	
	iii	7 to 10	15	
	iv	10 and above	20	
	The claim requires Purchase Orders along with Delivery Challans			
Age of the Company	Age of the Company			30
	i	1-2 year	10	
	ii	2-5 years	20	
	iii	Above 5 years	30	
	The claim requires the Firm's Incorporation/Registration Certificate			
Financial Status	Financial Status			30
	i	The Cumulative turnover of the last two financial years up to 5 Million	10	
	ii	The Cumulative turnover of the last two financial years up to 7 Million	20	
	iii	The Cumulative turnover of the last two financial years up to 10 Million	30	
	To claim relevant documents need to be attached i.e. FBR income tax/sale tax returns or bank statement.			
Human Resource Strength/Experience of Technical Staff	HR Education & Experience			20
	i	2 persons	8	
	ii	3 -5 persons	15	
	iii	6 persons or above	20	
	The bidder is required to attach an attested copy of the relevant degree and appointment letter of the concerned technical and managerial staff.			

Note: Marks would only be Awarded Based on Verifiable Documentary Proofs

1. Bidders in order to qualify technically need to have at least 65 points following the above requirements/criteria and have to qualify the minimum specifications as stipulated in Section-III - Technical specifications, else will be declared non-responsive and bid will be rejected.
2. The technically qualified bidder will perform a Demo Testing of Samples using the Quoted Kits at the CAMB Diagnostic Lab.
3. Financial Bids of bidders who have technically qualified and have passed the demo sample testing at CAMB will be opened while the rest will be returned unopened.

G. Award of Contract

2.6.5	Percentage for quantity increase / decrease is: 15%
2.6.2	The Performance Guarantee shall be: 10%
2.6.2	The Performance Security shall be in the form of: Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque

Section-V: General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the University of the Punjab and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the University of the Punjab under the Contract.
- (d) “The Services” means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means University of the Punjab.
- (h) The country named is Pakistan..
- (i) “The Supplier” means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.

2. Application

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

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

4. Standards

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

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

5.1. The Supplier shall not, without the University of the Punjab’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the University of the Punjab in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person

shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The Supplier shall not, without the University of the Punjab's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.
- 5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the University of the Punjab and shall be returned (all copies) to the University of the Punjab on completion of the Supplier's performance under the Contract if so required by the University of the Punjab.
- 5.4. The Supplier shall permit the University of the Punjab to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

- 6.1. The Supplier shall indemnify the University of the Punjab against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the University of the Punjab's country.

7. Performance Guarantee

- 7.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the University of the Punjab the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.
- 7.2. The proceeds of the Performance Guarantee shall be payable to the University of the Punjab as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the University of the Punjab and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the University of the Punjab's country, in the form provided in the Bidding documents or another form acceptable to the University of the Punjab; or
 - (b) a Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or CDR.
- 7.4. The performance guarantee will be discharged by the University of the Punjab and returned to the Supplier not later than thirty (30) days after submission of request following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1. The University of the Punjab or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the University of the Punjab. SCC and the Technical Specifications shall specify what inspections and tests the University of the Punjab requires and where they are to be conducted. The University of the Punjab shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.
- 8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the University of the Punjab), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the University of the Punjab.
- 8.3. Should any inspected or tested Goods fail to conform to the Specifications, the University of the Punjab may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the University of the Punjab.

- 8.4. The University of the Punjab's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the University of the Punjab's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the University of the Punjab or its representative prior to the Goods' shipment from the country of origin.
- 8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the University of the Punjab.

10. Delivery and Documents

- 10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2. Upon delivery, the University of the Punjab shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".
- 10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Transportation

- 11.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the University of the Punjab's premises specified in the contract or purchase order free of cost without any further charges.

12. Spare Parts

- 12.1. The Supplier will make sure that the spare parts of the quoted Model/Brand are available in the market for at least 5 years where is applicable.

13. Warranty

- 13.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the University of the Punjab, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the University of the Punjab's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 13.2. The University of the Punjab shall promptly notify the Supplier in writing of any claims arising under this warranty.

- 13.3. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the University of the Punjab.
- 13.4. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the University of the Punjab may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the University of the Punjab may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

14. Payment

- 14.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 14.2. The Supplier's request(s) for payment shall be made to the University of the Punjab in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 14.3. As per rule-62 of PPR-14, payments shall be made promptly by the University of the Punjab, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.
- 14.4. The currency of payment is **PKR**.
- 14.5. 0.25% stamp duty would be furnished by the successful bidder against the amount of the value of purchase order as levied by the Government after the issuance of purchase order.

15. Prices

- 15.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

16. Change Orders

- 16.1. The University of the Punjab may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the University of the Punjab;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 16.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the University of the Punjab's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

17. Contract Amendments

- 17.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/makes/models shall be allowed except in special conditions where the manufacturer has stopped producing

or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

18. Assignment

- 18.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the University of the Punjab.

19. Sub-contracts

- 19.1. The Supplier shall notify the University of the Punjab in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 19.2. Subcontracts must comply with the provisions of GCC Clause 20.

20. Delays in the Supplier's Performance

- 20.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the University of the Punjab in the Schedule of Requirements-
- 20.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the University of the Punjab in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the University of the Punjab shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 20.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

21. Liquidated Damages

- 21.1. The supply should be executed promptly within delivery period mentioned in Purchase Order. In case, the firm fails to supply the stores within stipulated period, University of the Punjab reserves the right not to accept the supply, in part or in full and to claim liquidated damages @ 2% per Month (0.06% per day) subject to a maximum of 10% of the total value of stores ordered.

22. Termination for Default

- 22.1. The University of the Punjab, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the University of the Punjab pursuant to GCC Clause 22;
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
 - (c) if the Supplier, in the judgment of the University of the Punjab has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.
- 22.2. In the event the University of the Punjab terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the University of the Punjab may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the

University of the Punjab for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

23. Force Majeure

- 23.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 23.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the University of the Punjab in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the University of the Punjab and the Supplier, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".
- 23.3. If a Force Majeure situation arises, the Supplier shall promptly notify the University of the Punjab in writing of such condition and the cause thereof. Unless otherwise directed by the University of the Punjab in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

24. Termination for Insolvency

- 24.1. The University of the Punjab may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the University of the Punjab.

25. Termination for Convenience

- 25.1. The University of the Punjab, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the University of the Punjab's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 25.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the University of the Punjab on the Contract terms and prices. For the remaining Goods, the University of the Punjab may choose:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

26. Resolution of Disputes

- 26.1. After signing the contract or issuance of purchase order, The University of the Punjab and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2. If, after thirty (30) days from the commencement of such informal negotiations, the University of the Punjab and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

27. Governing Language

- 27.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

- 28.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

29. Notices

- 29.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.
- 29.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30. Taxes and Duties

- 30.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the University of the Punjab. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the University of the Punjab as the case may be.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the University of the Punjab should draft specifically for each procurement. The number of SCC may increase/ vary depending on specific requirements of a specific contract.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: **University of the Punjab, Lahore.**

2. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: ***10% of the ordered value.***

GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

3. Inspections and Tests (GCC Clause 8)

Inspection will be conducted after the delivery of items at specified the location of the University mentioned in Purchase Order.

4. Delivery and Documents

Delivery of the goods will specified in Purchase Order.

5. Warranty

The supplier warrants the goods as per requirement of Bid Document and Purchase Order.

6. Payment (GCC Clause 16)

Normally the payment will be made within 30 days after receipt of supplies & found in order in quality and quantity and submission of claim / bill with complete supporting documents.

7. Prices (GCC Clause 17)

Prices shall be fixed and shall not be adjusted.

8. Liquidated Damages (GCC Clause 23)

The supply should be executed promptly within delivery period mentioned in Purchase Order. In case, the firm fails to supply the stores within stipulated period, University of the Punjab reserves the right not to accept the supply, in part or in full and to claim liquidated damages @ 2% per Month (0.06% per day) subject to a maximum of 10% of the total value of stores ordered.

9. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the University of the Punjab and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

10. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English / Urdu.

11. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

12. Notices (GCC Clause 31)

GCC 31.1—University of the Punjab's address for notice purposes: **Procurement Wing, 2nd Floor, Accounts Department, Admin Block, University of the Punjab, Quaid-e-Azam Campus, Lahore.**

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Schedule of requirement is specified in purchase order.

8.1 Bid Form

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

Date: _____

To: Treasurer University of the Punjab

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the University of the Punjab.

We agree to a Bid by this Bid for a period of 180 days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (if required), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Technical bid includes the following:-

- a) Complete bidding document (without filling) signed and stamped by the bidder.
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with original financial instruments [i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque] valid for 180 days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
- d) Any other document required by the University of the Punjab not inconsistent with PPR-14.

Financial bid includes the following:-

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.11**) along with Copy of financial instrument [Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque] valid for 180 Days, beyond the validity of Bid.
- d) Any other document required by the University of the Punjab not inconsistent with PPR-14.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider

Amount and Currency

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.3. Manufacturer's Authorization Form

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: Treasurer, University of the Punjab, Lahore.

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

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

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

a) Audited Financial Statement Attachment/Income Tax Returns (Last ____ years)

Yes	No
-----	----

b) Details of Experience (Last ____ Years)

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll

Yes	No
-----	----

[The University of the Punjab should formulate Bidder Profile Form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of a generalized Bidder Profile Form may be as provided above.]

8.5. General Information Form

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

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

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

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

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____
(Applicant)

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

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of University of the Punjab]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of University of the Punjab]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the University of the Punjab.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) *****omitted*****

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

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

To,

[name and address of the University of the Punjab]

WHEREAS (Name of the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROVISION OF _____"** procurement of the following:

1. *[Please insert details]*.

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20____, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

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

Sr. No.	Item name	Brand, Make & Model	Quantity	Specifications dimensions

Stamp & Signature of Bidder _____

8.9. Contract Form

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

THIS AGREEMENT made on the _____ day of _____ 20____ between *[name of University of the Punjab]* of *[country of University of the Punjab]* (hereinafter called “the University of the Punjab”) on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) on the other part:

WHEREAS the University of the Punjab invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the University of the Punjab’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
3. In consideration of the payments to be made by the University of the Punjab to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the University of the Punjab to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The University of the Punjab hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____ the _____ (for the University of the Punjab)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

8.10. Financial Bid Form/Price Schedule

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

Sr. No.	Specifications/ dimensions	Brand, make & model	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all taxes & duties etc.)	Total price (in words)
Total price in figures						
Total price in words						

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

Stamp & Signature of Bidder _____

8.11. Bid Security Form

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

[Signature of the bank]

Section IX- Check List

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

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

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	5% Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with technical proposal.		
3	All required samples (if demanded) have been submitted in <i>[name of the University of the Punjab]</i> sample store.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
7	Technical Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm duly signed and stamped.		
8	Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Affidavit(as per form 8.6) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not currently blacklisted by the University of the Punjab. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) ****omitted*** Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
13	i. Work order / supply order / purchase order of previous relevant experience. ii. Company profile. Staff list along with location and address <i>[where applicable]</i> . iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (last 03 year). iv. Bidders profile Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		

Stamp & Signature of Bidder _____