Govt. of the Punjab
Technical Education & Vocational Training Authority

Procurement of
Hardware/IT Equipment for Development of
Software Under Hunarmand Nojawan Program

Bid Reference No: TEVTA / PC /496/ 2020-21
Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Procurement Procedure & Method Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)
Last Date & Time of Receipt of Bids 06-10-2020 till 10:00 A.M.
Bid Opening Date & Time: 06-10-2020 at 10:30 A.M.
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<th>Description</th>
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<tbody>
<tr>
<td>01.</td>
<td>Name of the Organization</td>
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<td>02.</td>
<td>National Tax Number</td>
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<td>03.</td>
<td>Sales Tax Registration Number</td>
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<td>04.</td>
<td>Date of Establishment</td>
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<tr>
<td>05.</td>
<td>Corporate Status (Proprietor, Partnership, Private Limited, Public Limited)</td>
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<tr>
<td>06.</td>
<td>Authorized representative through whom all communications shall be made (Name &amp; Designation in the organization)</td>
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<tr>
<td>07.</td>
<td>Mailing address</td>
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<td>08.</td>
<td>Contact / Cell No.</td>
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<tr>
<td>09.</td>
<td>Fax No.</td>
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<td>10.</td>
<td>E-Mail Address</td>
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## Part-I

### Section I. Instructions to Bidders

#### A. Introduction

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<table>
<thead>
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<tbody>
<tr>
<td><strong>1. Scope of Work</strong></td>
<td>1.1</td>
<td>Bidders must submit bids of all items of the package. The contractor will be responsible for delivery, installation &amp; commissioning (if any) of all items at consignee’s end in new, safe, sound and in operational condition.</td>
</tr>
<tr>
<td><strong>2. Eligible Bidders</strong></td>
<td>2.1</td>
<td>This Invitation for Bids is open to all suppliers, except as provided hereinafter.</td>
</tr>
<tr>
<td></td>
<td>2.2</td>
<td>Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).</td>
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<td>2.3</td>
<td>Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).</td>
</tr>
<tr>
<td><strong>3. Eligible Goods and Services</strong></td>
<td>3.1</td>
<td>All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.</td>
</tr>
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<td></td>
<td>3.2</td>
<td>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 results that is substantially different in basic characteristics or in purpose or utility from its components.</td>
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<td>3.3</td>
<td>The origin of goods and services is distinct from the nationality of the Bidder.</td>
</tr>
<tr>
<td><strong>4. Cost of Bidding</strong></td>
<td>4.1</td>
<td>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</td>
</tr>
</tbody>
</table>
B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet
(c) Technical Specifications
(d) Bid Submission Form
(e) Contract Form
(f) Performance Security Form
(g) General Conditions of Contract (GCC)
(h) Special Conditions of Contract (SCC)

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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.

9. Documents Comprising the Bid

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

(a) Duly filled Bid Forms (Technical & Financial)

(b) Documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) Bid security furnished in accordance with invitation to bid.

(e) The bid / proposal should be properly page numbered along with index. Separators should be used for differentiation of various documents.

(f) Bidders are also required to state, in their technical bid, the name, title, contact number (landline, Mobile) fax number and e-mail address of the authorized representative through whom all communications shall be made until the process has been completed

(g) Duly filled, signed and stamped bidding documents must be attached in the bid / proposal as token of acceptance of terms & conditions of bidding documents

(h) Bidders should accept the terms & conditions of bidding documents and conditional bid should not be submitted.

10. Bid Form

10.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, their country of origin, brand, model, and prices.

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
11. Bid Prices

11.1 Item wise total price and grand total price, in words and figures should be quoted at the respective columns of the Form of Bid. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.

11.2 Prices indicated on the bid form shall be delivered duty paid (DDP) prices.

12. Bid Currencies

12.1 Firm and final prices shall be quoted in Pak Rupees.

13. Documents Establishing Bidder’s Eligibility and Qualification

13.1 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.

13.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;

(b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(b) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of purchaser’s clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or rejected the clarification.

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
(c) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.

(d) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.

15. Bid Security

15.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder’s conduct.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Purchaser as nonresponsive.

15.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.

15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security.

15.7 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 fails:

(i) to sign the contract

or

(ii) to furnish performance guarantee

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security.

17. Format and Signing of Bid

17.1 Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The bidder should submit technical and financial bids in two separate envelopes clearly marking “Technical Bid” and “Financial Bid” covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.

18.3 The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked properly, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

18.5 Technical Bid / Proposal should consist of duly singed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 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 Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. 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.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 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.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign an attendance sheet evidencing their presence. Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The financial bids of only technically qualified bidders will be opened. Financial bids of technically un-qualified bidders will be

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
returned unopened. The date, time and venue for opening of
financial bid / proposal will be communicated later on after
technical evaluation.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and
the presence or absence of requisite bid security and such other details as the
Purchaser, at its discretion, may consider appropriate, will be announced at the
opening. No bid shall be rejected at bid opening, except for late bids, which shall
be returned unopened to the Bidder.

22.3 Bids and modifications that are not opened and read out at bid opening shall not
be considered further for evaluation, irrespective of the circumstances. Withdrawn
bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder
for a clarification of its bid. The request for clarification and the response shall be
in writing, and no change in the prices or substance of the bid shall be sought,
offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser 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 properly been signed, and whether the
bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. 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 will be rejected,
and its bid security may be forfeited. If there is a discrepancy between words and
figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a
bid which does not constitute a material deviation, provided such waiver does not
prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, the Purchaser will determine the substantial
responsiveness of each bid to the bidding documents. For purposes of these
Clauses, a substantially responsive bid is one which most closely 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, Applicable Law, and Taxes and Duties, will be deemed

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder’s financial, technical, and personal capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, and conforming to the Technical Specifications required. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.

25.4 The Purchaser’s financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

25.5 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.

26. Contacting the Purchaser

26.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder’s bid.

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
27. Rejection of the Bid  
27.1 Bids will be rejected in case of the following:

i. Received without bid security as demanded in the advertisement

ii. Received after due date and time.

iii. Bidding documents are unsigned / unstamped.

iv. The bid is from a bidder who is blacklisted, by any Government / Semi-Government Department / Autonomous Bodies in any part of Pakistan

v. The bid is received by telephone/ telex/ fax/ telegram/E-mail.

vi. Offering partial scope of work / incomplete bids

vii. The bidder is non-active tax payer

viii. In case of non-compliance of Instructions to bidders & other tender terms & conditions

F. Award of Contract

28. Award Criteria  
28.1 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid. Contract will be awarded to the lowest evaluated bidder for complete package on accumulative cost basis following least cost method. The contractor must submit performance guarantee @ 10% of the contract amount within 07 days of the award of contract. After receipt of performance guarantee Procurement Order will be issued.

29. Procurement Procedure and Method of Procurement  
29.1 Single stage two envelopes bidding procedure will be adopted following least cost method on accumulative cost basis.

30. Purchaser’s Right to Accept or Reject All Bids  
30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Purchaser’s action.

31. Notification of Award  
31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted.

Signature of bidder with official stamp  
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program  
Package No: 496
31.2 The notification of award will constitute the formation of the Contract.

<table>
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<tr>
<th>32. Signing of Contract</th>
<th>32.1 Within seven (07) days of issuance of letter of acceptance, the successful Bidder shall sign, stamp and date the contract.</th>
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<tr>
<td>33 Performance Security</td>
<td>33.1 Within seven (07) days of the signing of contract, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.</td>
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<td>33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.</td>
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<td>34. Corrupt or Fraudulent Practices</td>
<td>34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:</td>
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<td>(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</td>
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<td>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,</td>
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<td>(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;</td>
</tr>
<tr>
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<td>(a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</td>
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<td>(b) The procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:</td>
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<td>(a) Acted in a manner detrimental to the public interest or good practices:</td>
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(b) Consistently failed to perform his obligation under the contract;

(c) Not performed the contract up to the mark; or

(d) Indulged in any corrupt practice.

Black listing mechanism will be followed as per Punjab Procurement Rules 2014.

35. Verification 35.1 Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.
Part-I
Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<table>
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<td><strong>ITB 4.1</strong></td>
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<td><strong>ITB 8.1</strong></td>
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<th>Bid Price and Currency</th>
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<td><strong>ITB 11.2</strong></td>
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<td><strong>ITB 12.1</strong></td>
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<th>Preparation and Submission of Bids</th>
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<td><strong>ITB 13.2</strong></td>
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<th>S.No.</th>
<th>Description</th>
<th>Max Marks</th>
<th>Formula</th>
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<tbody>
<tr>
<td>1</td>
<td>Experience</td>
<td>(50)</td>
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<tr>
<td>1.1</td>
<td>Experience of Supply / Installation of IT Hardware / Software in private sector Copies of contract award / Purchase Order must be attached</td>
<td>20</td>
<td>Per Project</td>
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<td></td>
<td><strong>(Maximum 20 Marks)</strong></td>
</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
<table>
<thead>
<tr>
<th></th>
<th>Experience of supply / Installation of IT Hardware / Software in public sector</th>
<th>20</th>
<th>Experience in years / Market Existence Certificate of Incorporation for company, , STRN for registered / unregistered firm and individuals must be attached</th>
<th>10</th>
<th>Experience of supply / Installation of IT Hardware / Software in public sector</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>Copies of contract award / Purchase Order must be attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Financial Strength (Audited Accounts for the year 2019 or latest must be attached).</td>
<td>(30)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Total Annual Sales /Annual Turnover for the year 2019 or Latest</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Fixed Assets for the year 2019 or Latest</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Net Working Capital (Current Assets – Current Liabilities) for the year 2019 or Latest</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided)</td>
<td>(10)</td>
<td></td>
<td></td>
<td>Certificate provided</td>
<td>(10)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7</td>
<td></td>
<td></td>
<td>Certificate not provided</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Per Project</th>
<th>Year</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>-- 04 Million</td>
<td>3 Marks</td>
</tr>
<tr>
<td>05.1</td>
<td>-- 05 Million</td>
<td>3 Marks</td>
</tr>
<tr>
<td>05.1</td>
<td>-- 10 Million</td>
<td>6 Marks</td>
</tr>
<tr>
<td>10.1</td>
<td>-- 15 Million</td>
<td>9 Marks</td>
</tr>
<tr>
<td>15.1</td>
<td>-- 20 Million</td>
<td>12 Marks</td>
</tr>
<tr>
<td>Above 20 Million</td>
<td></td>
<td>15 Marks</td>
</tr>
</tbody>
</table>

**Financial Strength (Audited Accounts for the year 2019 or latest must be attached).**

<table>
<thead>
<tr>
<th>Year</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>-- 05 Million</td>
</tr>
<tr>
<td>01.1</td>
<td>-- 02 Million</td>
</tr>
<tr>
<td>01.1</td>
<td>-- 03 Million</td>
</tr>
<tr>
<td>01.1</td>
<td>-- 04 Million</td>
</tr>
<tr>
<td>01.1</td>
<td>-- 05 Million</td>
</tr>
<tr>
<td>Above 5 Million</td>
<td></td>
</tr>
</tbody>
</table>

**Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided)**

<table>
<thead>
<tr>
<th>Certificate provided</th>
<th>10 Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate not provided</td>
<td>0 Marks</td>
</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
4. **Staff Strength**
Managerial Staff (Minimum Bachelor / Master in Computer / IT field OR MBA ) Copy of Degree and CV must be attached

<table>
<thead>
<tr>
<th>(10)</th>
<th>2 Marks per technical staff (Maximum 10 Marks)</th>
</tr>
</thead>
</table>

**TOTAL MARKS**

(100)

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. Minimum 70% marks are mandatory in this stage.

**Qualification requirements.** The potential bidder must also fulfill the following:-

a) **Technical Brochures** of Machinery & Equipment quoted, mentioning its specifications, manufacture’s Brand and model.

b) **Authority Letter** from the Bidder Company authorizing the relevant person to sign the bid.

**Amount of Bid Security:**

<table>
<thead>
<tr>
<th>Sr.</th>
<th>RFP / Package No. Name</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program</td>
<td>170,000</td>
</tr>
</tbody>
</table>

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Chairperson TEVTA having its minimum validity 120 days from the date of opening of bid.

**Address for Bid Submission:**

TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000.
Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk

**Deadline for Bid Submission:** As per invitation to bid (advertisement)

**Time, Date, and Place for Bid Opening:** As per invitation to bid (advertisement)

---

**Bid Evaluation**

**Criteria for bid evaluation:** Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.

**Procurement procedure and method**

Single stage two envelopes, accumulative cost basis following least cost method
Part-I
Section III. Bidding Forms

1. Bid Submission Form

Date: ________________
No: ________________

To
[Client Address]

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for bid validity period from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 __________________________

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
Part-II
Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of __________ 20_____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., package Name and No. 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 WITNESSES 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 Form of Bid
   (b) the Technical Specifications;
   (c) the General Conditions of Contract;
   (d) the Special Conditions of Contract; and
   (e) the Purchaser’s Notification of Award.
   (f) the bid data sheet

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.

5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<table>
<thead>
<tr>
<th>Purchaser</th>
<th>Supplier / Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: ___________________</td>
<td>Signature: ___________</td>
</tr>
<tr>
<td>Name: ________________________</td>
<td>Name: ________________</td>
</tr>
<tr>
<td>Designation: _________________</td>
<td>Designation: __________</td>
</tr>
<tr>
<td>Date: ________________________</td>
<td>Date: ________________</td>
</tr>
</tbody>
</table>

**WITNESS:**

1. ____________________________

2. ____________________________

Package Name: Hardware/IT Equipment for Development of Software under *Hunarmand Nojawan Program*

Package No: 496
2. Performance Guarantee Form

To:

[Client Address]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated ____________ 20_____ to supply [Package Name and no.] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 the _____ day of __________20_____.

Signature and seal of the Guarantors

________________________________________________________
[name of bank or financial institution]

________________________________________________________
[address]

________________________________________________________
[date]

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
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 Purchaser 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 the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary 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, 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 Purchaser” means the organization purchasing the Goods, as named in SCC.

(h) “The Purchaser’s country” is Islamic Republic of Pakistan.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The Project Site,” where applicable, means the place or places mentioned in the From of Bid

(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

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. One person one bid

4.1 In any procurement, one person may submit one bid and if one person submits more than one bids, the procuring agency shall reject all such bids.

5. Use of Contract Documents and Information; Inspection

5.1 The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

6. Patent Rights

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

7. Performance Security

7.1 Within seven (07) days of signing of contract, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee issued by a schedule bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) CDR, Bankers cheque, PO or DD to be valid or extendable for warranty period

(c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days 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 Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained 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), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
8.4 The purchaser post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the goods.

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 Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.

10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost within 90 days of issuance of procurement order. Delivery period can be extended by the Central Procurement Committee on the written request of the contractor, giving compelling reasons for delay in delivery. However, Extension in delivery period may not be considered as waiver to liquidity damages.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
12. Transportation 12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser’s country, transport to such place of destination in the Purchaser’s country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) In case of specialized items, supplier will provide necessary training to the TEVTA staff / faculty free of cost. The terms and conditions for such training, may however, be mutually decided between the TEVTA and the successful bidders, if so required.

14. Spare Parts 14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of purchaser.
15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused. 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 Purchaser’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.

15.2 Bidders must provide one year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 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 Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

16.3 The currency of payment is Pak. Rupees.

17. Prices

17.1 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 or in the Purchaser’s request for bid validity extension, as the case may be.
18. Change Orders 18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract 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 Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

19. Contract Amendments 19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

21. Subcontracts 21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.

22. Delays in the Supplier’s Performance 22.1 Delivery of the Goods shall be made by the Supplier in accordance with the instructions given in the form of bid.

22.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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 Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages.

22.3 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 application of liquidated damages.

23. Liquidated Damages 23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

(d) The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the purchaser. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the purchaser), the contract may be considered for termination or cancellation.

On the happening of any of the above event, the performance guarantee will be forfeited.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, 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.

25.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

26. Termination for Insolvency

26.1 The Purchaser 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 Purchaser.

27. Termination for Convenience

27.1 The Purchaser, 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 Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(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.

28. Resolution of Disputes
28.1 The Purchaser 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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.

29. Governing Language
29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law
30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

31. Notices
31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

32. Taxes and Duties
32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Provision of Sample
33.1 The procuring agency can demand sample of any machinery / equipment for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
Part-II

Section III. 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.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: [TEVTA]
GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan
GCC 1.1 (i)—The Supplier is: [Detail]
GCC 1.1 (j)—The Project Site is: [Detail]

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

Pre-delivery / Post-delivery Inspection will be arranged at mutually agreed site or final destination. The acceptance parameters are as following:
1. Confirming to the contractual specifications of items
2. Satisfactory performance of functional test of the equipment
3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
4. Certificate for capability of performing all the practicals pertaining to the equipment as per curriculum

5. Delivery and Documents (GCC Clause 10)

Upon delivery, the Supplier shall provide the following documents to the Purchaser / institute of delivery:
(i) Copies of the delivery challan showing Goods’ description, quantity

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

6. **Insurance (GCC Clause 11)**

   The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller’s responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

7. **Incidental Services (GCC Clause 13)**

   Incidental services to be provided are:
   
   A) At site complete training of Purchaser’s nominated staff regarding maintenance and operation of Goods (if required by purchaser).
   
   B) At site preventive maintenance on quarterly basis by the bidder’s qualified staff for one year, starting from final acceptance of goods (if required by purchaser).

8. **Warranty (GCC Clause 15)**

   In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
   
   (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

   or

   (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2% of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.

   or

   (c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

   GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.

9. **Payment (GCC Clause 16)**

   The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

   Signature of bidder with official stamp
   
   Dated:

   Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
   
   Package No: 496
Payment for Goods supplied:

Mode

Payment will be made through cross cheque after delivery at specified place, inspection, installation and commissioning of the machinery/equipment. The contractor shall provide all necessary supporting documents along with invoice for payment.

Running Bill

On complete / full delivery, commissioning and inspection of machinery & equipment in a specific institution, the contractor may submit running bill pertaining to the supplies provided in the specific institution. The running bill may be entertained by the procuring agency after successful inspection, installation and commissioning of delivered machinery/equipment.

Final Bill

Final payment will be made through cross cheque after complete delivery at specified place, final inspection, installation and commissioning of the machinery /equipment.

10. Repeat Order

10.1 The contractor may provide Machinery & Equipment on repeat order (15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

11. Taxes

11.1 TEVTA shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

12. Prices (GCC Clause 17)

Prices shall be: Fixed.

13. Liquidated Damages (GCC Clause 23)

Applicable rate: 0.2 % of late delivered goods per day
Maximum deduction: 10 % of contract price

14. Resolution of Disputes (GCC Clause 28)

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

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. **Governing Language (GCC Clause 29)**

   The Governing Language shall be: English.

16. **Applicable Law (GCC Clause 30)**

   The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:
   
   - The Contract Act 1872
   - The Arbitration Act 1940

17. **Notices (GCC Clause 31)**

   Purchaser’s address for notice purposes –

   Office of (DGM Procurement)
   TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell)
   96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073

   Supplier’s address for notice purposes:

---

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
PART-III

DRAFT INTEGRITY PACT (For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No.________________ Dated __________________
Contract Value: [To be filled in at the time of signing of Contract]
Contract Title: _________________

........................................... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No:  496
rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ......................
Signature: .........................
[Seal]

Name of Seller/Supplier: ...........
Signature: ..........................
[Seal]
CERTIFICATE

A. We undertake that our organization M/s______________ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.

B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.

C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.

D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.

E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
Part-IV

Section I

Technical Bid / Proposal

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
To,

DGM (Procurement) TEVTA,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification at the places mentioned against each item.

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<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
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<th>Quoted Brand</th>
<th>Quoted Model</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HARDWARE SERVER MACHINE</td>
<td></td>
<td>TEVTA Secretariat</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>Processor: 2x Intel® Xeon® Silver 4208 2.1G, 8C/16T, 9.6GT/s 2UPI, 11M Cache, Turbo, HT (85W) DDR4-2400 or higher</td>
<td>3</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Memory: 32GB Memory, (2x 16GB) RDIMM, 2933MT/s, support upto 24 DIMM slots each slot should support upto 128GB Memory single module</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Hard Disk Drives: 4 x 1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drives</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Raid Controller: Raid Controller with 2GB Cache</td>
<td></td>
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<tr>
<td></td>
<td>Network Card: 4x 10GB Optical Ports (with MM SFP+) &amp; 2 x GE Ports</td>
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<tr>
<td></td>
<td>Optical Drive: DVDRW SATA Internal Drive</td>
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<td></td>
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<tr>
<td></td>
<td>Power Supply: Dual, Hot Plug, Redundant Power Supplies</td>
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<tbody>
<tr>
<td>1</td>
<td>Rails: Rack Rails and cable management arm</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Front Security Cover: Removable Front Security Cover</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Keyboard &amp; Mouse: USB Keyboard and Mouse are included in the Solution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ports and Slots: Min 2 USB Ports 2.0/3.0, Video Serial etc. and Min 7 PCIE Slots</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Chassis: 2U Rack mountable Chassis</td>
<td></td>
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</tr>
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<tbody>
<tr>
<td>02</td>
<td><strong>FIREWALL FOR SECURITY TO PROTECT THE SERVER</strong></td>
<td></td>
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<tr>
<td></td>
<td>Hardware Performance &quot;Minimum 1.75Gbps throughout or More&quot;</td>
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<tr>
<td></td>
<td>Unrestricted Concurrent User Minimum 250,000 Concurrent Connections (TCP) Minimum 50,000 New Connections (TCP) Minimum 240GB SSD Storage Capacity or More, Minimum 4 GE Combo</td>
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</tr>
</tbody>
</table>
|         | Network Security Firewall Components:  
|         | • Intrusion Prevention System (IPS)  
|         | • Antivirus and Anti Malware  
|         | • Email Security Protection  
|         | • Data Leakage Protection  
|         | • Cloud-Based Sandbox  
|         | • URL Filtering, Application Control, Bandwidth Management  
|         | • Internal Security and User Report Center  
|         | • 10 Sites Connection for IPsec VPN  
|         | • 100 Concurrent Users for SSL VPN | 01 | TEVTA Secretariat | 01 |

Signature of bidder with official stamp  
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<tr>
<td></td>
<td></td>
<td></td>
<td>Place</td>
<td>Qty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>3 years security licensing (IPS, Antivirus &amp; Anti-Malware, URL Database, Application Database, Cloud-Based Sandbox, Threat Intelligence) Security Features Integrates firewall, VPN, intrusion prevention, antivirus, data leak prevention, bandwidth management, anti-DDoS, URL filtering and anti-spam functions. Provides a global configuration view and manages policies in unified manner. Identifies over 6000 applications and supports the access control granularity down to application functions. The firewall combines application identification with intrusion detection, antivirus and data filtering, improving detection performance and accuracy. State full packet inspection based on Source IP, Source Port, Destination IP, Destination Port, Protocol, Application, Content, Time, User and Location. Should defend against minimum over four million</td>
<td></td>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Place</td>
<td>Qty</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

viruses and Trojan horse. Updated on daily basis.

Active/Active, Active/Standby mode, Supports configuration backup and restore (Option to add additional firewall as Failover in Future)

Collaborates with the local or cloud sandbox to detect and block malicious files. Encrypted traffic does not need to be decrypted. The firewall can work with the bid data analysis platform CIS to detect threats in encrypted traffic. The firewall can proactively respond to malicious scanning behavior and work with the big data analysis platform CIS to analyze behavior, quickly detect and record malicious behavior and protect enterprises against threats in real time.

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<tbody>
<tr>
<td>1</td>
<td>Laptop</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Processor: Intel 10th generation CORE i7 Processor 1.8 GHz or higher</td>
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</tr>
<tr>
<td></td>
<td>Memory: 8GB DDR-IV (Single Module) or higher, Support upto 32GB</td>
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</tr>
<tr>
<td></td>
<td>Hard Disk Drive: 1 TB (5400 RPM) or higher</td>
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</tr>
<tr>
<td></td>
<td>Super Drive Internal: DVD-RW(Super Drive) or higher</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Connectivity: Integrated Gigabit Ethernet (10/100/1000 Mbps), Built-in Wi-Fi and Bluetooth</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Display: 15” High Definition Display or higher</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Mouse &amp; Keyboard: Touchpad Mouse and Standard Keyboard</td>
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<tbody>
<tr>
<td>1</td>
<td>Camera &amp; Speaker: Built-in web cam with Mic, Integrated Speaker</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accessories: Original Carry-Pack / Executive Bag (Branded), Original Power Adapter &amp; Original Battery</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**04 SOFTWARE LICENSES**

Microsoft Visual Studio along SQL Server:

- SQL Server Enterprise core based for 1 x 4 cores VM.
  (SQL Svr Ent Core 2019 SNGL OLP 2Lic NL Acdmc Core Lic Qlfd (x2))

- Visual Studio Pro without MSDN for 1x user.
  (VSPro 2019 SNGL OLP NL Acdmc)

  (Win Svr STD Core 2019 SNGL OLP 2Lic NL Acdmc Core Lic (x8))

Signature of bidder with official stamp
Dated:
Part-IV

Section II

BIDDER’S COMMENTARY FORM

Signature of bidder with official stamp
Dated:

Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program
Package No: 496
<table>
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<tr>
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<td>Processor: 2x Intel® Xeon® Silver 4208 2.1G, 8C/16T, 9.6GT/s 2UPI, 11M Cache, Turbo, HT (85W) DDR4-2400 or higher</td>
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<td>Hard Disk Drives: 4 x 1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drives</td>
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<td>Raid Controller: Raid Controller with 2GB Cache</td>
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<td>Network Card: 4x 10GB Optical Ports (with MM SFP+) &amp; 2x GE Ports</td>
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<tr>
<td>Optical Drive: DVDRW SATA Internal Drive</td>
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<td>Power Supply: Dual, Hot Plug, Redundant Power Supplies</td>
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<td>Rails: Rack Rails and cable management arm</td>
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<td>Front Security Cover: Removable Front Security Cover</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>Ports and Slots: Min 2 USB Ports 2.0/3.0, Video Serial etc. and Min 7 PCIE Slots</td>
<td></td>
</tr>
<tr>
<td>Chassis: 2U Rack mountable Chassis</td>
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</tr>
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</table>
**FIREWALL FOR SECURITY TO PROTECT THE SERVER**

Hardware Performance “Minimum 1.75Gbps throughout or More

Unrestricted Concurrent User Minimum 250,000
Concurrent Connections (TCP) Minimum 50,000
New Connections (TCP) Minimum 240GB SSD Storage Capacity or More, Minimum 4 GE Combo

Network Security Firewall Components:
- Intrusion Prevention System (IPS)
- Antivirus and Anti Malware
- Email Security Protection
- Data Leakage Protection
- Cloud-Based Sandbox
- URL Filtering, Application Control, Bandwidth Management
- Internal Security and User Report Center
- 10 Sites Connection for IPsec VPN
- 100 Concurrent Users for SSL VPN
- 3 years security licensing (IPS, Antivirus & Anti-Malware, URL Database, Application Database, Cloud-Based Sandbox, Threat Intelligence)

Security Features Integrates firewall, VPN, intrusion prevention, antivirus, data leak prevention, bandwidth management, anti-DDoS, URL filtering and anti-spam functions. Provides a global configuration view and manages policies in unified manner.

Signature of bidder with official stamp
Dated:
Identifies over 6000 applications and supports the access control granularity down to application functions. The firewall combines application identification with intrusion detection, antivirus and data filtering, improving detection performance and accuracy.

State full packet inspection based on Source IP, Source Port, Destination IP, Destination Port, Protocol, Application, Content, Time, User and Location.

Should defend against minimum over four million viruses and Trojan horse. Updated on daily basis.

Active/Active, Active/Standby mode, Supports configuration backup and restore (Option to add additional firewall as Failover in Future)

Collaborates with the local or cloud sandbox to detect and block malicious files. Encrypted traffic does not need to be decrypted. The firewall can work with the bid data analysis platform CIS to detect threats in encrypted traffic. The firewall can proactively respond to malicious scanning behavior and work with the big data analysis platform CIS to analyze behavior, quickly detect and record malicious behavior and protect enterprises against threats in real time.
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<thead>
<tr>
<th><strong>LAPTOP</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor: Intel 10\textsuperscript{th} generation CORE i7 Processor 1.8 GHz or higher</td>
<td></td>
</tr>
<tr>
<td>Memory: 8GB DDR-IV (Single Module) or higher, Support upto 32GB</td>
<td></td>
</tr>
<tr>
<td>Hard Disk Drive: 1 TB (5400 RPM) or higher</td>
<td></td>
</tr>
<tr>
<td>Super Drive Internal: DVD-RW(Super Drive) or higher</td>
<td></td>
</tr>
<tr>
<td>Connectivity: Integrated Gigabit Ethernet (10/100/1000 Mbps), Built-in Wi-Fi and Bluetooth</td>
<td></td>
</tr>
<tr>
<td>Display: 15&quot; High Definition Display or higher</td>
<td></td>
</tr>
<tr>
<td>Mouse &amp; Keyboard: Touchpad Mouse and Standard Keyboard</td>
<td></td>
</tr>
<tr>
<td>Camera &amp; Speaker: Built-in web cam with Mic, Integrated Speaker</td>
<td></td>
</tr>
<tr>
<td>Accessories: Original Carry-Pack / Executive Bag (Branded), Original Power Adapter &amp; Original Battery</td>
<td></td>
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<tr>
<th>SOFTWARE LICENSES</th>
</tr>
</thead>
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<tr>
<td><strong>Microsoft Visual Studio along SQL Server:</strong></td>
</tr>
<tr>
<td>SQL Server Enterprise core based for 1 x 4 cores VM.</td>
</tr>
<tr>
<td>(SQL Svr Ent Core 2019 SNGL OLP 2Lic NL Acdmc Core Lic Qlfd (x2))</td>
</tr>
<tr>
<td>Visual Studio Pro without MSDN for 1x user.</td>
</tr>
<tr>
<td>(VSPro 2019 SNGL OLP NL Acdmc)</td>
</tr>
<tr>
<td>(Win Svr STD Core 2019 SNGL OLP 2Lic NL Acdmc Core Lic (x8))</td>
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Signature of bidder with official stamp
Dated:
Procurement of
Hardware/IT Equipment for Development of Software under
Hunarmand Nojawan Program Package No. 496

PART V

Financial Bid / Proposal
To,

DGM (Procurement) TEVTA,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned prices at the places mentioned against each item.

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<th>Amount of Total GST</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>HARDWARE SERVER MACHINE</td>
<td>02</td>
<td>TEVTA Secretariat</td>
<td>02</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Processor: 2x Intel® Xeon® Silver 4208 2.1G, 8C/16T, 9.6GT/s 2UPI, 11M Cache, Turbo, HT (85W) DDR4-2400 or higher</td>
<td>[Details]</td>
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<td></td>
<td>Memory: 32GB Memory, (2x 16GB) RDIMM, 2933MT/s, support upto 24 DIMM slots each slot should support upto 128GB Memory single module</td>
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<td></td>
<td>Hard Disk Drives: 4 x 1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drives</td>
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<td></td>
<td>Raid Controller: Raid Controller with 2GB Cache</td>
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<td></td>
<td>Network Card: 4x 10GB Optical Ports (with MM SFP+) &amp; 2 x GE Ports</td>
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<td></td>
<td>Optical Drive: DVDRW SATA Internal Drive</td>
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<td></td>
<td>Power Supply: Dual, Hot Plug, Redundant Power Supplies</td>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Rails: Rack Rails and cable management arm</td>
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<tr>
<td></td>
<td>Front Security Cover: Removable Front Security Cover</td>
<td>4</td>
<td></td>
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<td></td>
<td>Keyboard &amp; Mouse: USB Keyboard and Mouse are included in the Solution</td>
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<tr>
<td></td>
<td>Ports and Slots: Min 2 USB Ports 2.0/3.0, Video Serial etc. and Min 7 PCIE Slots</td>
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<td></td>
<td>Chassis: 2U Rack mountable Chassis</td>
<td>7</td>
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</tr>
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<td><strong>FIREWALL FOR SECURITY TO PROTECT THE SERVER</strong></td>
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<td>Unrestricted Concurrent User Minimum 250,000 Concurrent Connections (TCP)</td>
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<td>Minimum 50,000 New Connections (TCP)</td>
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<td>Network Security Firewall Components:</td>
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<td>• Intrusion Prevention System (IPS)</td>
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<td></td>
<td>• Antivirus and Anti Malware</td>
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<td></td>
<td>• Email Security Protection</td>
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<td></td>
<td>• Data Leakage Protection</td>
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<td>• Cloud-Based Sandbox</td>
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<td></td>
<td>• URL Filtering, Application Control, Bandwidth Management</td>
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<td></td>
<td>• Internal Security and User Report Center</td>
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<td>O1</td>
<td>TEVTA Secretariat</td>
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<td>100 Concurrent Users for SSL VPN</td>
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<td>State full packet inspection based on Source IP, Source Port, Destination IP, Destination Port, Protocol, Application, Content, Time, Protocol, Application, Content, Time, Tab</td>
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Signature of bidder with official stamp
Dated:

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- 100 Concurrent Users for SSL VPN
- 3 years security licensing (IPS, Antivirus & Anti-Malware, URL Database, Application Database, Cloud-Based Sandbox, Threat Intelligence)
Package No. 496 Package Name: Hardware/IT Equipment for Development of Software under Hunarmand Nojawan Program

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<tr>
<td>1</td>
<td>User and Location.</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Processor: Intel 10th generation CORE i7</td>
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<tr>
<td></td>
<td>Processor 1.8 GHz or higher</td>
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<td></td>
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<td></td>
<td>Super Drive Internal: DVD-RW(Super Drive) or higher</td>
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<tr>
<td></td>
<td>Connectivity: Integrated Gigabit Ethernet (10/100/1000 Mbps), Built-in Wi-Fi and Bluetooth</td>
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<td></td>
<td>Display: 15” High Definition Display or higher</td>
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<td>Mouse &amp; Keyboard: Touchpad Mouse and Standard Keyboard</td>
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<td>Camera &amp; Speaker: Built-in web cam with Mic, Integrated Speaker</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
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|         | Microsoft Visual Studio along SQL Server:  
SQL Server Enterprise core based for 1 x 4 cores VM.  
(SQL Svr Ent Core 2019 SNGL OLP 2Lic NL Acdmc Core Lic QLfd (x2))  
Visual Studio Pro without MSDN for 1x user.  
(VSPro 2019 SNGL OLP NL Acdmc)  
(Win Svr STD Core 2019 SNGL OLP 2Lic NL Acdmc Core Lic (x8)) |                          | TEVTA Secretariat           |                        |                        |                     |                                  |
|         | **Total:**                     |                          |                                 |                        |                        |                     |                                  |

(Amount of Grand total in Words: __________________________________________________________)

We understand that the purchaser intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

**Note:** All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

Signature of bidder with official stamp

Dated:
Govt. of the Punjab
Technical Education & Vocational Training Authority

Procurement of Computers

<table>
<thead>
<tr>
<th>Bid Reference No:</th>
<th>TEVTA / PC /497/ 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package Name:</td>
<td>Computers</td>
</tr>
<tr>
<td>Procurement Procedure &amp; Method</td>
<td>Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)</td>
</tr>
<tr>
<td>Last Date &amp; Time of Receipt of Bids</td>
<td>06-10-2020 till 10:00 A.M.</td>
</tr>
<tr>
<td>Bid Opening Date &amp; Time:</td>
<td>06-10-2020 at 10:50 A.M.</td>
</tr>
</tbody>
</table>
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<th>Fields</th>
<th>Description</th>
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<tbody>
<tr>
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<td>Name of the Organization</td>
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<tr>
<td>02.</td>
<td>National Tax Number</td>
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<tr>
<td>03.</td>
<td>Sales Tax Registration Number</td>
<td></td>
</tr>
<tr>
<td>04.</td>
<td>Date of Establishment</td>
<td></td>
</tr>
<tr>
<td>05.</td>
<td>Corporate Status (Proprietor, Partnership, Private Limited, Public Limited)</td>
<td></td>
</tr>
<tr>
<td>06.</td>
<td>Authorized representative through whom all communications shall be made (Name &amp; Designation in the organization)</td>
<td></td>
</tr>
<tr>
<td>07.</td>
<td>Mailing address</td>
<td></td>
</tr>
<tr>
<td>08.</td>
<td>Contact / Cell No.</td>
<td></td>
</tr>
<tr>
<td>09.</td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>
Part-I

Section I. Instructions to Bidders

A. Introduction

1. Scope of Work

   1.1 Bidders must submit bids of all items of the package. The contractor will be responsible for delivery, installation & commissioning (if any) of all items at consignee’s end in new, safe, sound and in operational condition.

2. Eligible Bidders

   2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.

   2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).

   2.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).

3. Eligible Goods and Services

   3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.

   3.2 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 results that is substantially different in basic characteristics or in purpose or utility from its components.

   3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

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

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
## B. The Bidding Documents

### 5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet
- (c) Technical Specifications
- (d) Bid Submission Form
- (e) Contract Form
- (f) Performance Security Form
- (g) General Conditions of Contract (GCC)
- (h) Special Conditions of Contract (SCC)

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

### 6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

### 7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

---

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
C. Preparation of Bids

8. Language of Bid 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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.

9. Documents Comprising the Bid 9.1 The bid prepared by the Bidder shall comprise the following components:

(a) Duly filled Bid Forms (Technical & Financial)

(b) Documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) Bid security furnished in accordance with invitation to bid.

(e) The bid / proposal should be properly page numbered along with index. Separators should be used for differentiation of various documents.

(f) Bidders are also required to state, in their technical bid, the name, title, contact number (landline, Mobile) fax number and e-mail address of the authorized representative through whom all communications shall be made until the process has been completed.

(g) Duly filled, signed and stamped bidding documents must be attached in the bid / proposal as token of acceptance of terms & conditions of bidding documents.

(h) Bidders should accept the terms & conditions of bidding documents and conditional bid should not be submitted.

10. Bid Form 10.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, their country of origin, brand, model, and prices.
11. Bid Prices

11.1 Item wise total price and grand total price, in words and figures should be quoted at the respective columns of the Form of Bid. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.

11.2 Prices indicated on the bid form shall be **delivered duty paid (DDP) prices**.

12. Bid Currencies

12.1 Firm and final prices shall be quoted in **Pak Rupees**

13. Documents Establishing Bidder’s Eligibility and Qualification

13.1 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.

13.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;

(b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(b) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of purchaser’s clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or rejected the clarification.
(c) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.

(d) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.

15. Bid Security

15.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder’s conduct.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Purchaser as nonresponsive.

15.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.

15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security.

15.7 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 fails:

(i) to sign the contract
or
(ii) to furnish performance guarantee

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security.

17. Format and Signing of Bid

17.1 Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.

18. Sealing and Marking of Bids

18.1 The bidder should submit technical and financial bids in two separate envelopes clearly marking “Technical Bid” and “Financial Bid” covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.

18.3 The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked properly, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

18.5 Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 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 Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. 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.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 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.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign an attendance sheet evidencing their presence. Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The financial bids of only technically qualified bidders will be opened. Financial bids of technically un-qualified bidders will be

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

22.3 Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser 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 properly been signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. 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 will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which most closely 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, Applicable Law, and Taxes and Duties, will be deemed...
to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder’s financial, technical, and personal capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, and conforming to the Technical Specifications required. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.

25.4 The Purchaser’s financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

25.5 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.

26. Contacting the Purchaser

26.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder’s bid.

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
27. Rejection of the Bid

27.1 Bids will be rejected in case of the following:

i. Received without bid security as demanded in the advertisement
ii. Received after due date and time.
iii. Bidding documents are unsigned / unstamped.
iv. The bid is from a bidder who is black listed, by any Government / Semi-Government Department / Autonomous Bodies in any part of Pakistan
v. The bid is received by telephone/ telex/ fax/ telegram/E-mail.
vi. Offering partial scope of work / incomplete bids
vii. The bidder is non-active tax payer
viii. In case of non-compliance of Instructions to bidders & other tender terms & conditions

F. Award of Contract

28. Award Criteria

28.1 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid. Contract will be awarded to the lowest evaluated bidder for complete package on accumulative cost basis following least cost method. The contractor must submit performance guarantee @ 10% of the contract amount within 07 days of the award of contract. After receipt of performance guarantee Procurement Order will be issued.

29. Procurement Procedure and Method of Procurement

29.1 Single stage two envelopes bidding procedure will be adopted following least cost method on accumulative cost basis.

30. Purchaser’s Right to Accept or Reject All Bids

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Purchaser’s action.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
### 32. Signing of Contract

**32.1** Within seven (07) days of issuance of letter of acceptance, the successful Bidder shall sign, stamp and date the contract.

### 33 Performance Security

**33.1** Within seven (07) days of the signing of contract, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

**33.2** Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

### 34. Corrupt or Fraudulent Practices

**34.1** The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

1. **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2. **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency;

3. **“collusive practice”** is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) The procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:

   (a) Acted in a manner detrimental to the public interest or good practices:

   (b) Consistently failed to perform his obligation under the contract;

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**Signature of bidder with official stamp**

**Dated:**

**Package Name:** Computers

**Package No:** 497
(c) Not performed the contract up to the mark; or

(d) Indulged in any corrupt practice.

Black listing mechanism will be followed as per Punjab Procurement Rules 2014.

35. Verification 35.1 Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.
Part-I
Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

### Introduction

| ITB 4.1 | Name of Purchaser: Technical Education and Vocational Training Authority (TEVTA), Government of Punjab |
| ITB 6.1 | For clarification purposes, the purchaser’s address is: TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk |
| ITB 8.1 | Language of the bid – English |

### Bid Price and Currency

| ITB 11.2 | The price quoted shall be Delivered Duty Paid. |
| ITB 12.1 | The price shall be in Pak Rupees and shall be full and final. |

### Preparation and Submission of Bids

| ITB 13.2 | a. NTN and STRN Registration Certificate  
b. Certificate required under clause 2.2 & 2.3 |
| ITB 13.2 (a) | S.No. | Description | Max Marks | Formula |
| | 1 | Experience | (50) |  |
| | 1.1 | Experience of Supply / Installation of IT Hardware / Software in private sector  
Copies of contract award / Purchase Order must be attached | 20 | Per Project  
02 -- 04 Million | 4 Marks  
4.1 -- 06 Million | 8 Marks  
6.1 -- 08 Million | 12 Marks  
8.1 -- 10 Million | 16 Marks  
Above 10 Million | 20 Marks (Maximum 20 Marks) |

Signature of bidder with official stamp  
Dated:

Package Name: Computers  
Package No: 497
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<th></th>
<th>Per Project</th>
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<tbody>
<tr>
<td>1.2</td>
<td>Experience of supply / Installation of IT Hardware / Software in public sector</td>
<td>20</td>
<td>02 -- 04 Million</td>
</tr>
<tr>
<td></td>
<td>Copies of contract award / Purchase Order must be attached</td>
<td></td>
<td>4.1 -- 06 Million</td>
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<td></td>
<td></td>
<td>6.1 -- 08 Million</td>
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<td>8.1 -- 10 Million</td>
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<td>Above 10 Million</td>
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<td>(Maximum 20 Marks)</td>
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<td>1.3</td>
<td>Experience in years / Market Existence Certificate of Incorporation for company, , STRN for registered / unregistered firm and individuals must be attached</td>
<td>10</td>
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<td></td>
<td></td>
<td>(Maximum 10 Marks)</td>
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<tr>
<td>2</td>
<td>Financial Strength (Audited Accounts for the year 2019 or latest must be attached).</td>
<td>(30)</td>
<td></td>
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<tr>
<td>2.1</td>
<td>Total Annual Sales /Annual Turnover for the year 2019 or Latest</td>
<td>15</td>
<td>01 -- 05 Million</td>
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<td>05.1 -- 10 Million</td>
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<td>10.1 -- 15 Million</td>
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<td>15.1 -- 20 Million</td>
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<td>Above 20 Million</td>
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<td></td>
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<td></td>
<td>(Maximum 15 Marks)</td>
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<tr>
<td>2.2</td>
<td>Fixed Assets for the year 2019 or Latest</td>
<td>5</td>
<td>01 -- 02 Million</td>
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<td></td>
<td></td>
<td>2.1 -- 03 Million</td>
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<td>3.1 -- 04 Million</td>
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<td></td>
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<td>4.1 -- 05 Million</td>
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<td>Above 5 Million</td>
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<td></td>
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<td>(Maximum 5 Marks)</td>
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<tr>
<td>2.3</td>
<td>Net Working Capital (Current Assets – Current Liabilities) for the year 2019 or Latest</td>
<td>10</td>
<td>01 -- 02 Million</td>
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<td>2.1 -- 04 Million</td>
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<td>4.1 -- 06 Million</td>
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<td>6.1 -- 08 Million</td>
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<td></td>
<td>Above 8 Million</td>
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<td>(Maximum 10 Marks)</td>
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<tr>
<td>3.</td>
<td>Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided)</td>
<td>(10)</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Certificate not provided 0 Marks</td>
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<tr>
<td></td>
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<td></td>
<td>(Maximum 10 Marks)</td>
</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
### Staff Strength
Managerial Staff (Minimum Bachelor / Master in Computer / IT field OR MBA) Copy of Degree and CV must be attached

<table>
<thead>
<tr>
<th></th>
<th>4.</th>
<th><strong>Staff Strength</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Managerial Staff (Minimum Bachelor / Master in Computer / IT field OR MBA ) Copy of Degree and CV must be attached</td>
</tr>
<tr>
<td></td>
<td>(10)</td>
<td>2 Marks per technical staff (Maximum 10 Marks)</td>
</tr>
</tbody>
</table>

**TOTAL MARKS** (100)

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. Minimum 70% marks are mandatory in this stage.

<table>
<thead>
<tr>
<th>ITB 13.2 (b)</th>
<th><strong>Qualification requirements.</strong> The potential bidder must also fulfill the following:-</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) <strong>Technical Brochures</strong> of Machinery &amp; Equipment quoted, mentioning its specifications, manufacture’s Brand and model.</td>
</tr>
<tr>
<td></td>
<td>b) <strong>Authority Letter</strong> from the Bidder Company authorizing the relevant person to sign the bid.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITB 15.1</th>
<th><strong>Amount of Bid Security:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr.</td>
<td>RFP / Package No. Name</td>
</tr>
<tr>
<td>01.</td>
<td>Computers</td>
</tr>
</tbody>
</table>

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Chairperson TEVTA having its minimum validity 120 days from the date of opening of bid.

<table>
<thead>
<tr>
<th>ITB 16.1</th>
<th><strong>Bid Validity Period:</strong> 120 days from the date of opening of bid.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ITB 18.2 (a)</th>
<th><strong>Address for Bid Submission:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TECHNICAL EDUCATION AND VOCTIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000.</td>
</tr>
<tr>
<td></td>
<td>Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 &amp; 413) 042-99263073 E-mail: <a href="mailto:dgm.proc@tevta.gop.pk">dgm.proc@tevta.gop.pk</a></td>
</tr>
</tbody>
</table>

| ITB 19.1 | **Deadline for Bid Submission:** As per invitation to bid (advertisement) |

| ITB 22.1 | **Time, Date, and Place for Bid Opening:** As per invitation to bid (advertisement) |

---

### Bid Evaluation

| ITB 25.3 | Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder. |

### Procurement procedure and method

| ITB 29.1 | Single stage two envelopes, accumulative cost basis following least cost method |

---

Signature of bidder with official stamp
Dated:

**Package Name:** Computers
**Package No:** 497
Part-I
Section III. Bidding Forms

1. Bid Submission Form

Date: ____________________
No: ____________________

To
[Client Address]

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for bid validity period from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 ________________________________

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
Part-II

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of __________ 20_____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., package Name and No. 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 WITNESSES 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 Form of Bid
   (b) the Technical Specifications;
   (c) the General Conditions of Contract;
   (d) the Special Conditions of Contract; and
   (e) the Purchaser’s Notification of Award.
   (f) the bid data sheet

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.

5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<table>
<thead>
<tr>
<th><strong>Purchaser</strong></th>
<th><strong>Supplier / Contractor</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: __________________________</td>
<td>Signature: __________________________</td>
</tr>
<tr>
<td>Name: _______________________________</td>
<td>Name: _______________________________</td>
</tr>
<tr>
<td>Designation: _________________________</td>
<td>Designation: _________________________</td>
</tr>
<tr>
<td>Date: _______________________________</td>
<td>Date: _______________________________</td>
</tr>
</tbody>
</table>

**WITNESS:**

1. ________________________________

2. ________________________________

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
2. Performance Guarantee Form

To:

[Client Address]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated ____________ 20_____ to supply [Package Name and no.] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 the _____ day of __________20_____.

Signature and seal of the Guarantors

[signature and seal]

______________________________
[name of bank or financial institution]

______________________________
[address]

______________________________
[date]

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
Part-II
Section II. 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 Purchaser 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 the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary 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, 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 Purchaser” means the organization purchasing the Goods, as named in SCC.

(h) “The Purchaser’s country” is Islamic Republic of Pakistan.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The Project Site,” where applicable, means the place or places mentioned in the Form of Bid

(k) “Day” means calendar day.

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
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**
   
   3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

   3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. **One person one bid**
   
   4.1 In any procurement, one person may submit one bid and if one person submits more than one bids, the procuring agency shall reject all such bids.

5. **Use of Contract Documents and Information; Inspection**
   
   5.1 The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

   5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

6. **Patent Rights**
   
   6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

7. **Performance Security**
   
   7.1 Within seven (07) days of signing of contract, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

---

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee issued by a schedule bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) CDR, Bankers cheque, PO or DD to be valid or extendable for warranty period

(c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days 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 Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained 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), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.
8.4 The purchaser post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the goods.

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 Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.

10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost within 90 days of issuance of procurement order. Delivery period can be extended by the Central Procurement Committee on the written request of the contractor, giving compelling reasons for delay in delivery. However, Extension in delivery period may not be considered as waiver to liquidity damages.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
12. Transportation 12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser’s country, transport to such place of destination in the Purchaser’s country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) In case of specialized items, supplier will provide necessary training to the TEVTA staff / faculty free of cost. The terms and conditions for such training, may however, be mutually decided between the TEVTA and the successful bidders, if so required.

14. Spare Parts 14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of purchaser.
15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused. 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 Purchaser’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.

15.2 Bidders must provide one year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 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 Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

16.3 The currency of payment is Pak. Rupees.

17. Prices

17.1 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 or in the Purchaser’s request for bid validity extension, as the case may be.
18. Change Orders 18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract 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 Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

19. Contract Amendments 19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

21. Subcontracts 21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.

22. Delays in the Supplier’s Performance 22.1 Delivery of the Goods shall be made by the Supplier in accordance with the instructions given in the form of bid.

22.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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 Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages.

22.3 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 application of liquidated damages.

23. Liquidated Damages 23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default

24.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

(d) The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the purchaser. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the purchaser), the contract may be considered for termination or cancellation.

On the happening of any of the above event, the performance guarantee will be forfeited.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser 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 Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
25. **Force Majeure**  
25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, 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.

25.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

26. **Termination for Insolvency**  
26.1 The Purchaser 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 Purchaser.

27. **Termination for Convenience**  
27.1 The Purchaser, 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 Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(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.

Signature of bidder with official stamp  
Dated:

Package Name: Computers  
Package No: 497
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 28. Resolution of Disputes | 28.1 The Purchaser 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.  
28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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. |
| 29. Governing Language   | 29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. |
| 30. Applicable Law       | 30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.                                                                                                         |
| 31. Notices              | 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party’s address specified in SCC.  
31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later. |
| 32. Taxes and Duties     | 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.                                                              |
| 33. Provision of Sample  | 33.1 The procuring agency can demand sample of any machinery / equipment for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified. |
Part-II
Section III. 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.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: [TEVTA]
GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan
GCC 1.1 (i)—The Supplier is: [Detail]
GCC 1.1 (j)—The Project Site is: [Detail]

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

Pre-delivery / Post-delivery Inspection will be arranged at mutually agreed site or final destination. The acceptance parameters are as following:
1. Confirming to the contractual specifications of items
2. Satisfactory performance of functional test of the equipment
3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
4. Certificate for capability of performing all the practicals pertaining to the equipment as per curriculum

5. Delivery and Documents (GCC Clause 10)

Upon delivery, the Supplier shall provide the following documents to the Purchaser / institute of delivery:
(i) Copies of the delivery challan showing Goods’ description, quantity

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

6. Insurance (GCC Clause 11)

The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller’s responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

7. Incidental Services (GCC Clause 13)

Incidental services to be provided are:

A) At site complete training of Purchaser’s nominated staff regarding maintenance and operation of Goods (if required by purchaser).

B) At site preventive maintenance on quarterly basis by the bidder’s qualified staff for one year, starting from final acceptance of goods (if required by purchaser).

8. Warranty (GCC Clause 15)

In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2 % of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.

or

(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.

9. Payment (GCC Clause 16)

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
Payment for Goods supplied:

Mode
Payment will be made through cross cheque after delivery at specified place, inspection, installation and commissioning of the machinery/equipment. The contractor shall provide all necessary supporting documents along with invoice for payment.

Running Bill
On complete / full delivery, commissioning and inspection of machinery & equipment in a specific institution, the contractor may submit running bill pertaining to the supplies provided in the specific institution. The running bill may be entertained by the procuring agency after successful inspection, installation and commissioning of delivered machinery/equipment.

Final Bill
Final payment will be made through cross cheque after complete delivery at specified place, final inspection, installation and commissioning of the machinery /equipment.

10. Repeat Order 10.1 The contractor may provide Machinery & Equipment on repeat order (15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

11. Taxes 11.1 TEVTA shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

12. Prices (GCC Clause 17)
Prices shall be: Fixed.

13. Liquidated Damages (GCC Clause 23)
Applicable rate: 0.2 % of late delivered goods per day
Maximum deduction: 10 % of contract price
14. Resolution of Disputes (GCC Clause 28)

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

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- The Contract Act 1872
- The Arbitration Act 1940

17. Notices (GCC Clause 31)

Purchaser’s address for notice purposes –

<table>
<thead>
<tr>
<th>Office of (DGM Procurement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell)</td>
</tr>
<tr>
<td>96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 &amp; 413) 042-99263073</td>
</tr>
</tbody>
</table>

Supplier’s address for notice purposes:

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
PART-III

DRAFT INTEGRITY PACT (For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No.________________ Dated __________________
Contract Value: [To be filled in at the time of signing of Contract]
Contract Title: _________________

........................................... [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: .................... Name of Seller/Supplier: .............
Signature: ........................ Signature: ..........................
[Seal] [Seal]
CERTIFICATE

A. We undertake that our organization M/s______________ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.

B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.

C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.

D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.

E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
Part-IV

Section I

Technical Bid / Proposal

Signature of bidder with official stamp
Dated:

Package Name: Computers
Package No: 497
To,

DGM (Procurement) TEVTA,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification at the places mentioned against each item.

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<tr>
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<td>Place</td>
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<tr>
<td>1</td>
<td><strong>COMPUTERS</strong></td>
<td></td>
<td>GTTC (M)</td>
<td>26</td>
<td>Tandlianwala</td>
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</tr>
<tr>
<td></td>
<td><strong>PROCESSOR</strong></td>
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<td>GTTC Bhakkar</td>
<td>26</td>
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<tr>
<td></td>
<td>Intel 9th Generation Core i5 processor (3.0 GHz, 9MB Cache) or higher</td>
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<td>GTTC AP Sial, Dist. Jhang</td>
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<tr>
<td></td>
<td><strong>MOTHER BOARD</strong></td>
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<td>GTTC (M) Kot Radha Kishan</td>
<td>26</td>
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<tr>
<td></td>
<td>Intel Chipset Motherboard with minimum 2 Memory (RAM) slot or higher</td>
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<td>GTTC (M) Kahuta</td>
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<td></td>
<td><strong>MEMORY (RAM)</strong></td>
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<td></td>
<td>Min 16 GB-DDR-IV (single module) or higher</td>
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<td></td>
<td><strong>HARD DISK DRIVE</strong></td>
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<td></td>
<td>Min 1TB SATA with 7200 RPM or higher</td>
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<td></td>
<td><strong>DISPLAY / SOUND CARD</strong></td>
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<td></td>
<td>Integrated display &amp; audio card</td>
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<td></td>
<td><strong>NETWORK ADAPTER</strong></td>
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<td></td>
<td>Integrated Gigabit Ethernet (10/100/1000 Mbps)</td>
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<td></td>
<td><strong>DISPLAY</strong></td>
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<td></td>
<td>18.5 inch LED or above, Low Radiation, 1920 x 1080 Resolution supportive or better</td>
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<td></td>
<td>Place</td>
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</tr>
<tr>
<td>1</td>
<td>MOUSE &amp; KEYBOARD</td>
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<tr>
<td></td>
<td>USB Standard Keyboard and Optical Mouse with scroll</td>
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<tr>
<td>2</td>
<td>CASING</td>
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<td></td>
<td>Tower or Mini Tower</td>
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<td>3</td>
<td>I/O INTERFACE AND EXPANSION SLOTS</td>
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<td></td>
<td>Min 4 USB 2.0/3.0 Ports and Two PCI / PCI Express Slots</td>
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<td>4</td>
<td>OPTICAL DRIVE INTERNAL</td>
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<td></td>
<td>DVD-RW (Super Drive) or higher</td>
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<tr>
<td>5</td>
<td>WIRELESS LAN CARD</td>
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<td></td>
<td>300 Mbps or higher</td>
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<td>6</td>
<td>GRAPHICS CARD</td>
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<tr>
<td></td>
<td>4 GB Graphics Card</td>
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<tr>
<td>1</td>
<td>COMPUTERS</td>
<td></td>
<td>GTTC (M) Khairpur Tamianwala</td>
<td>01</td>
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<td></td>
<td>PROCESSOR</td>
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<td></td>
<td>Intel 9th Generation Core i5 processor (3.0 GHz (base frequency), 9MB Cache or higher)</td>
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<td>MOTHER BOARD</td>
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<td></td>
<td>Intel Chipset Motherboard with minimum 2 Memory (RAM) slot or higher</td>
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<tr>
<td></td>
<td>MEMORY (RAM)</td>
<td></td>
<td>RMGTC Bahawalpur</td>
<td>05</td>
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<td></td>
<td>Min 4 GB-DDR-IV (single module) or higher</td>
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<td>2</td>
<td>HARD DISK DRIVE</td>
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<td>Min 1TB SATA with 7200 RPM or higher</td>
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<td></td>
<td>NETWORK ADAPTER</td>
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<td>RMGTC Multan</td>
<td>05</td>
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<td></td>
<td>Integrated Gigabit Ethernet (10/100/1000 Mbps)</td>
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<tr>
<td>1</td>
<td>DISPLAY</td>
<td>3</td>
<td>GTTC (M) Muridke</td>
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<td>05</td>
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<td>18.5 inch LED or above, Low Radiation, 1024 x 768 Resolution supportive or better</td>
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<tr>
<td></td>
<td>MOUSE &amp; KEYBOARD</td>
<td></td>
<td>GTTI Kohati Bazar Rawalpindi</td>
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<td>26</td>
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<tr>
<td></td>
<td>USB Standard Keyboard and Optical Mouse with scroll</td>
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<td></td>
<td>CASING</td>
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<td></td>
<td>300 Mbps or higher</td>
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</tbody>
</table>

Signature of bidder with official stamp
Dated:
Part-IV

Section II

BIDDER’S COMMENTARY FORM

Package Name: Computers
Package No: 497

Signature of bidder with official stamp
Dated:
<table>
<thead>
<tr>
<th><strong>COMPUTERS</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROCESSOR</strong></td>
<td>Intel 9\textsuperscript{th} Generation Core i5 processor (3.0 GHz, 9MB Cache) or higher</td>
</tr>
<tr>
<td><strong>MOTHER BOARD</strong></td>
<td>Intel Chipset Motherboard with minimum 2 Memory (RAM) slot or higher</td>
</tr>
<tr>
<td><strong>MEMORY (RAM)</strong></td>
<td>Min 16 GB-DDR-IV (single module) or higher</td>
</tr>
<tr>
<td><strong>HARD DISK DRIVE</strong></td>
<td>Min 1TB SATA with 7200 RPM or higher</td>
</tr>
<tr>
<td><strong>DISPLAY / SOUND CARD</strong></td>
<td>Integrated display &amp; audio card</td>
</tr>
<tr>
<td><strong>NETWORK ADAPTER</strong></td>
<td>Integrated Gigabit Ethernet (10/100/1000 Mbps)</td>
</tr>
<tr>
<td><strong>DISPLAY</strong></td>
<td>18.5 inch LED or above, Low Radiation, 1920 x 1080 Resolution supportive or better</td>
</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:
<table>
<thead>
<tr>
<th><strong>MOUSE &amp; KEYBOARD</strong></th>
<th><strong>USB</strong> Standard Keyboard and Optical Mouse with scroll</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CASING</strong></td>
<td>Tower or Mini Tower</td>
</tr>
<tr>
<td><strong>I/O INTERFACE AND EXPANSION SLOTS</strong></td>
<td>Min 4 USB 2.0/3.0 Ports and Two PCI / PCI Express Slots</td>
</tr>
<tr>
<td><strong>OPTICAL DRIVE INTERNAL</strong></td>
<td>DVD-RW (Super Drive) or higher</td>
</tr>
<tr>
<td><strong>WIRELESS LAN CARD</strong></td>
<td>300 Mbps or higher</td>
</tr>
<tr>
<td><strong>GRAPHICS CARD</strong></td>
<td>4 GB Graphics Card</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>COMPUTERS</strong></th>
<th><strong>PROCESSOR</strong> Intel 9th Generation Core i5 processor (3.0 GHz (base frequency), 9MB Cache or higher</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MOTHER BOARD</strong></td>
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<tr>
<th>Integrated display &amp; audio card</th>
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<tr>
<td>300 Mbps or higher</td>
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Signature of bidder with official stamp
Dated:
Govt. of the Punjab

Technical Education & Vocational Training Authority

Procurement of
Computers
Package No. 497

PART V

Financial Bid / Proposal
To,

DGM (Procurement) TEVTA,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned prices at the places mentioned against each item.

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<td>18.5 inch LED or above, Low Radiation, 1920 x 1080 Resolution supportive or better</td>
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Signature of bidder with official stamp
Dated:
To,

DGM (Procurement) TEVTA,

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G.Total:

(Amount of Grand total in Words: __________________________________________)

We understand that the purchaser intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

Note: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

Signature of bidder with official stamp
Dated:
Govt. of the Punjab
Technical Education & Vocational Training Authority

Procurement of
Heavy Duty Lathe Machine

<table>
<thead>
<tr>
<th>Bid Reference No:</th>
<th>TEVTA / PC /498/ 2020-21</th>
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<tr>
<td>Package Name:</td>
<td>Heavy Duty Lathe Machine</td>
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<tr>
<td>Procurement Procedure &amp; Method</td>
<td>Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)</td>
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<tr>
<td>Last Date &amp; Time of Receipt of Bids</td>
<td>06-10-2020 till 10:00 A.M.</td>
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<tr>
<td>Bid Opening Date &amp; Time:</td>
<td>06-10-2020 at 11:10 A.M.</td>
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</tbody>
</table>
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<td>03.</td>
<td>Sales Tax Registration Number</td>
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<td>04.</td>
<td>Date of Establishment</td>
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<td>05.</td>
<td>Corporate Status (Proprietor, Partnership, Private Limited, Public Limited)</td>
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<tr>
<td>06.</td>
<td>Authorized representative through whom all communications shall be made (Name &amp; Designation in the organization)</td>
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<td>07.</td>
<td>Mailing address</td>
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<td>08.</td>
<td>Contact / Cell No.</td>
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<td>09.</td>
<td>Fax No.</td>
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<td>10.</td>
<td>E-Mail Address</td>
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Part-I
Section I. Instructions to Bidders

A. Introduction

1. Scope of Work
   1.1 Bidders must submit bids of all items of the package. The contractor will be responsible for delivery, installation & commissioning (if any) of all items at consignee’s end in new, safe, sound and in operational condition.

2. Eligible Bidders
   2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.
   
   2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).
   
   2.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).

3. Eligible Goods and Services
   3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.
   
   3.2 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 results that is substantially different in basic characteristics or in purpose or utility from its components.
   
   3.3 The origin of goods and services is distinct from the nationality of the Bidder.

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

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet
(c) Technical Specifications
(d) Bid Submission Form
(e) Contract Form
(f) Performance Security Form
(g) General Conditions of Contract (GCC)
(h) Special Conditions of Contract (SCC)

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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.

9. Documents Comprising the Bid

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

(a) Duly filled Bid Forms (Technical & Financial)

(b) Documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) Bid security furnished in accordance with invitation to bid.

(e) The bid / proposal should be properly page numbered along with index. Separators should be used for differentiation of various documents.

(f) Bidders are also required to state, in their technical bid, the name, title, contact number (landline, Mobile) fax number and e-mail address of the authorized representative through whom all communications shall be made until the process has been completed.

(g) Duly filled, signed and stamped bidding documents must be attached in the bid / proposal as token of acceptance of terms & conditions of bidding documents.

(h) Bidders should accept the terms & conditions of bidding documents and conditional bid should not be submitted.

10. Bid Form

10.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, their country of origin, brand, model, and prices.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
11. Bid Prices

11.1 Item wise total price and grand total price, in words and figures should be quoted at the respective columns of the Form of Bid. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.

11.2 Prices indicated on the bid form shall be delivered duty paid (DDP) prices.

12. Bid Currencies

12.1 Firm and final prices shall be quoted in Pak Rupees

13. Documents Establishing Bidder’s Eligibility and Qualification

13.1 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.

13.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;

(b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(b) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of purchaser’s clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or rejected the clarification.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
(c) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.

(d) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.

15. Bid Security

15.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder’s conduct.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

   (b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Purchaser as nonresponsive.

15.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.

15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security.

15.7 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 fails:

      (i) to sign the contract

      or

      (ii) to furnish performance guarantee

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security.

17. Format and Signing of Bid

17.1 Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The bidder should submit technical and financial bids in two separate envelopes clearly marking “Technical Bid” and “Financial Bid” covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.

18.3 The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked properly, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

18.5 Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
19. **Deadline for Submission of Bids**

19.1 Bids must be received by the Purchaser at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. **Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

21. **Modification and Withdrawal of Bids**

21.1 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 Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. 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.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 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.

E. **Opening and Evaluation of Bids**

22. **Opening of Bids by the Purchaser**

22.1 The Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign an attendance sheet evidencing their presence. Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The financial bids of only technically qualified bidders will be opened.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

22.3 Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser 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 properly been signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. 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 will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which most closely 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, Applicable Law, and Taxes and Duties, will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder’s financial, technical, and personal capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, and conforming to the Technical Specifications required. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.

25.4 The Purchaser’s financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

25.5 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.

26. Contacting the Purchaser

26.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder’s bid.

27. Rejection of the Bid

27.1 Bids will be rejected in case of the following:

i. Received without bid security as demanded in the advertisement
ii. Received after due date and time.
iii. Bidding documents are unsigned/unstamped.
iv. The bid is from a bidder who is black listed, by any Government / Semi-Government Department / Autonomous Bodies in any part of Pakistan
v. The bid is received by telephone/ telex/ fax/ telegram/E-mail.
vi. Offering partial scope of work / incomplete bids
vii. The bidder is non-active tax payer
viii. In case of non-compliance of Instructions to bidders & other tender terms & conditions

F. Award of Contract

28. Award Criteria

28.1 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid. Contract will be awarded to the lowest evaluated bidder for complete package on accumulative cost basis following least cost method. The contractor must submit performance guarantee @ 10% of the contract amount within 07 days of the award of contract. After receipt of performance guarantee Procurement Order will be issued.

29. Procurement Procedure and Method of Procurement

29.1 Single stage two envelopes bidding procedure will be adopted following least cost method on accumulative cost basis.

30. Purchaser’s Right to Accept or Reject All Bids

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Purchaser’s action.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
### 31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

### 32. Signing of Contract

32.1 Within seven (07) days of issuance of letter of acceptance, the successful Bidder shall sign, stamp and date the contract.

### 33. Performance Security

33.1 Within seven (07) days of the signing of contract, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

### 34. Corrupt or Fraudulent Practices

34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) The procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:

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Signature of bidder with official stamp  
Dated:

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Package Name: Heavy Duty Lathe Machine  
Package No: 498
Page 12 of 43

(a) Acted in a manner detrimental to the public interest or good practices:

(b) Consistently failed to perform his obligation under the contract;

(c) Not performed the contract up to the mark; or

(d) Indulged in any corrupt practice.

Black listing mechanism will be followed as per Punjab Procurement Rules 2014.

35. Verification 35.1 Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
Part-I

Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB 4.1 | Name of Purchaser: Technical Education and Vocational Training Authority (TEVTA), Government of Punjab |
| ITB 6.1 | For clarification purposes, the purchaser’s address is: TECHNICAL EDUCATION AND VOTCIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk |
| ITB 8.1 | Language of the bid – English |

| Bid Price and Currency |
| ITB 11.2 | The price quoted shall be Delivered Duty Paid. |
| ITB 12.1 | The price shall be in Pak Rupees and shall be full and final. |

| Preparation and Submission of Bids |
| ITB 13.2 | a. NTN and STRN Registration Certificate  
b. Certificate required under clause 2.2 & 2.3 |

| ITB 13.2 | S.No. | Description | Max Marks | Formula |
| ITB 13.2 (a) | | | | |
| 1 | Experience | | (50) | |
| 1.1 | Experience of Supply / Installation of Machinery & Equipment in private sector  
Copies of contract award / Purchase Order must be attached | 10 | Per Project  
02 -- 04 Million  
4.1 -- 06 Million  
6.1 -- 08 Million  
8.1 -- 10 Million  
Above 10 Million | 2 Marks  
4 Marks  
6 Marks  
8 Marks  
10 Marks (Maximum 10 Marks) |

Signature of bidder with official stamp  
Dated:

Package Name: Heavy Duty Lathe Machine  
Package No: 498
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<tr>
<th></th>
<th>Experience of supply / Installation of Machinery &amp; Equipment in public sector</th>
<th>20</th>
<th>Experience of supply / Installation of Machinery &amp; Equipment in Relevant Technology</th>
<th>10</th>
<th>Experience in years / Market Existence Certificate of Incorporation for company, , STRN for registered / unregistered firm and individuals must be attached</th>
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<td>1.2</td>
<td>Copies of contract award / Purchase Order must be attached</td>
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<td>Copies of contract award / Purchase Order must be attached</td>
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<td>Financial Strength</td>
<td>(Audited Accounts for the year 2019 or latest must be attached)</td>
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<td>Fixed Assets for the year 2019 or Latest</td>
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<td>Net Working Capital (Current Assets – Current Liabilities) for the year 2019 or Latest</td>
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<td>Signature of bidder with official stamp</td>
<td>Dated:</td>
<td>Package Name: Heavy Duty Lathe Machine</td>
<td>Package No: 498</td>
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3. Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided) (10)
   - Certificate provided 10 Marks
   - Certificate not provided 0 Marks
   (Maximum 10 Marks)

4. Staff Strength
   Technical Staff (Certificate / Diploma / Degree holder - ) Copy of Certificate / Diploma / Degree and appointment order must be attached) (10)
   - 2 Marks per technical staff
   (Maximum 10 Marks)

TOTAL MARKS (100)

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. Minimum 70% marks are mandatory in this stage.

ITB 13.2 (b) Qualification requirements. The potential bidder must also fulfill the following:-
   a) Technical Brochures of Machinery & Equipment quoted, mentioning its specifications, manufacture’s Brand and model.
   b) Authority Letter from the Bidder Company authorizing the relevant person to sign the bid.

ITB 15.1 Amount of Bid Security:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>RFP / Package No. Name</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Heavy Duty Lathe Machines</td>
<td>157,529</td>
</tr>
</tbody>
</table>

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Chairperson TEVTA having its minimum validity 120 days from the date of opening of bid.

ITB 16.1 Bid Validity Period: 120 days from the date of opening of bid.

ITB 18.2 (a) Address for Bid Submission:
TECHNICAL EDUCATION AND VOCTIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000.
Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk

ITB 19.1 Deadline for Bid Submission: As per invitation to bid (advertisement)

ITB 22.1 Time, Date, and Place for Bid Opening: As per invitation to bid (advertisement)

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
### Bid Evaluation

| ITB 25.3 | Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder. |

### Procurement procedure and method

| ITB 29.1 | Single stage two envelopes, accumulative cost basis following least cost method |

---

Signature of bidder with official stamp  
Dated:

**Package Name:** Heavy Duty Lathe Machine  
**Package No:** 498
Part-I
Section III. Bidding Forms

1. Bid Submission Form

Date: ______________________
No: ______________________

To
[Client Address]

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for bid validity period from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 ________________________________

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No:  498
Part-II
Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of __________ 20_____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., package Name and No. 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 WITNESSES 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 Form of Bid
   (b) the Technical Specifications;
   (c) the General Conditions of Contract;
   (d) the Special Conditions of Contract; and
   (e) the Purchaser’s Notification of Award.
   (f) the bid data sheet

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.

5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<table>
<thead>
<tr>
<th>Purchaser</th>
<th>Supplier / Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: __________________________</td>
<td>Signature: __________________________</td>
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<td>Name: _______________________________</td>
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<td>Date: _______________________________</td>
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</table>

**WITNESS:**

1. ________________________________

2. ________________________________

Signature of bidder with official stamp  
Dated:

Package Name: Heavy Duty Lathe Machine  
Package No: 498
2. Performance Guarantee Form

To:

[Client Address]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated ____________ 20____ to supply [Package Name and no.] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 the _____ day of __________20____.

Signature and seal of the Guarantors

__________________________________________
[name of bank or financial institution]

__________________________________________
[address]

__________________________________________
[date]

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
Part-II  
Section II. 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 Purchaser 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 the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.  

(d) “The Services” means those services ancillary 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, 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 Purchaser” means the organization purchasing the Goods, as named in SCC.  

(h) “The Purchaser’s country” is Islamic Republic of Pakistan.  

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.  

(j) “The Project Site,” where applicable, means the place or places mentioned in the From of Bid  

Signature of bidder with official stamp  
Dated:  

Package Name: Heavy Duty Lathe Machine  
Package No: 498
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**

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. **One person one bid**

4.1 In any procurement, one person may submit one bid and if one person submits more than one bids, the procuring agency shall reject all such bids.

5. **Use of Contract Documents and Information; Inspection**

5.1 The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

6. **Patent Rights**

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

7. **Performance Security**

7.1 Within seven (07) days of signing of contract, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

Signature of bidder with official stamp

Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee issued by a schedule bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) CDR, Bankers cheque, PO or DD to be valid or extendable for warranty period

(c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days 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 Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained 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), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
8.4 The purchaser post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the goods.

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 Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.

10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost within 120 days of issuance of procurement order. Delivery period can be extended by the Central Procurement Committee on the written request of the contractor, giving compelling reasons for delay in delivery. However, Extension in delivery period may not be considered as waiver to liquidity damages.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser’s country, transport to such place of destination in the Purchaser’s country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) In case of specialized items, supplier will provide necessary training to the TEVTA staff / faculty free of cost. The terms and conditions for such training, may however, be mutually decided between the TEVTA and the successful bidders, if so required.

14. Spare Parts

14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

   (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

   (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of purchaser.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
15. Warranty  
15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused. 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 Purchaser’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.

15.2 Bidders must provide one year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 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 Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

16. Payment  
16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

16.3 The currency of payment is Pak. Rupees.

17. Prices  
17.1 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 or in the Purchaser’s request for bid validity extension, as the case may be.

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Signature of bidder with official stamp  
Dated:

Package Name: Heavy Duty Lathe Machine  
Package No: 498
18. Change Orders  18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract 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 Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

19. Contract Amendments  19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment  20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

21. Subcontracts  21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.

22. Delays in the Supplier’s Performance  22.1 Delivery of the Goods shall be made by the Supplier in accordance with the instructions given in the form of bid.

22.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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 Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages.

22.3 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 application of liquidated damages.

23. Liquidated Damages  23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or part thereof of delay until actual delivery or performance, up to a

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

(d) The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the purchaser. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the purchaser), the contract may be considered for termination or cancellation.

On the happening of any of the above event, the performance guarantee will be forfeited.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure
25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, 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.

25.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

26. Termination for Insolvency
26.1 The Purchaser 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 Purchaser.

27. Termination for Convenience
27.1 The Purchaser, 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 Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
(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.

28. Resolution of Disputes
28.1 The Purchaser 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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.

29. Governing Language
29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law
30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

31. Notices
31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

32. Taxes and Duties
32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Provision of Sample
33.1 The procuring agency can demand sample of any machinery / equipment for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically disqualified.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
Part-II
Section III. 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.

1. Definitions (GCC Clause 1)

   GCC 1.1 (g)—The Purchaser is: [TEVTA]
   GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan
   GCC 1.1 (i)—The Supplier is: [Detail]
   GCC 1.1 (j)—The Project Site is: [Detail]

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

   The amount of performance security, as a percentage of the Contract Price, shall be **10%** (Ten per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

   Pre-delivery / Post-delivery Inspection will be arranged at mutually agreed site or final destination.
   
   The acceptance parameters are as following:
   1. Confirming to the contractual specifications of items
   2. Satisfactory performance of functional test of the equipment
   3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
   4. Certificate for capability of performing all the practicals pertaining to the equipment as per curriculum

5. Delivery and Documents (GCC Clause 10)

   Upon delivery, the Supplier shall provide the following documents to the Purchaser / institute of delivery:

   (i) Copies of the delivery challan showing Goods’ description, quantity

---

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

6. **Insurance (GCC Clause 11)**

The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller’s responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

7. **Incidental Services (GCC Clause 13)**

Incidental services to be provided are:

A) At site complete training of Purchaser’s nominated staff regarding maintenance and operation of Goods (if required by purchaser).

B) At site preventive maintenance on quarterly basis by the bidder’s qualified staff for one year, starting from final acceptance of goods (if required by purchaser).

8. **Warranty (GCC Clause 15)**

In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2% of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.

or

(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.

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Signature of bidder with official stamp  
Dated:

Package Name: Heavy Duty Lathe Machine

Package No: 498
9. **Payment (GCC Clause 16)**

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

**Mode**

Payment will be made through cross cheque after delivery at specified place, inspection, installation and commissioning of the machinery/equipment. The contractor shall provide all necessary supporting documents along with invoice for payment.

**Running Bill**

On complete / full delivery, commissioning and inspection of machinery & equipment in a specific institution, the contractor may submit running bill pertaining to the supplies provided in the specific institution. The running bill may be entertained by the procuring agency after successful inspection, installation and commissioning of delivered machinery/equipment.

**Final Bill**

Final payment will be made through cross cheque after complete delivery at specified place, final inspection, installation and commissioning of the machinery/equipment.

10. **Repeat Order**  
10.1 The contractor may provide Machinery & Equipment on repeat order (15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

11. **Taxes**  
11.1 TEVTA shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

12. **Prices (GCC Clause 17)**

Prices shall be: Fixed.

13. **Liquidated Damages (GCC Clause 23)**

Applicable rate: 0.2 % of late delivered goods per day  
Maximum deduction: 10 % of contract price

Signature of bidder with official stamp  
Dated:

Package Name: Heavy Duty Lathe Machine  
Package No: 498
14. Resolution of Disputes (GCC Clause 28)

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

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Contract Act 1872
The Arbitration Act 1940

17. Notices (GCC Clause 31)

Purchaser’s address for notice purposes –

Office of (DGM Procurement)
TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell)
96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073

Supplier’s address for notice purposes:

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
PART-III

DRAFT INTEGRITY PACT (For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No.______________ Dated ______________
Contract Value: [To be filled in at the time of signing of Contract]
Contract Title: ______________

............................................ [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
rights and remedies available to GOP under any law, contract or other instrument, be voidable at
the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees
to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices
and further pay compensation to GOP in an amount equivalent to ten time the sum of any
commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for
the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or
other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ....................
Signature: ........................
[Seal]  

Name of Seller/Supplier: ..........
Signature: ..........................
[Seal]  

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No:  498
CERTIFICATE

A. We undertake that our organization M/s____________ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.

B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.

C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.

D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.

E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Signature of bidder with official stamp
Dated:

Package Name: Heavy Duty Lathe Machine
Package No: 498
Part-IV

Section I

Technical Bid / Proposal

Package Name: Heavy Duty Lathe Machine
Package No: 498

Signature of bidder with official stamp
Dated:
To,

DGM (Procurement) TEVTA,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification at the places mentioned against each item.

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<th>Sr. No.</th>
<th>Item Name with Specifications</th>
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<th>Place of delivery with quantity</th>
<th>Country of Origin</th>
<th>Quoted Brand</th>
<th>Quoted Model</th>
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<td>Swing over bed – 320-400mm</td>
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<td>Swing in gap – 460-470mm</td>
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<td>Tailstock taper – MT3</td>
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<td>Module threads (20) - 0.25 - 5MP</td>
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<td>Cross slide travel – 160-180mm</td>
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<td>Top slide travel – 90-100mm</td>
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<td>Motor power – 1.5-2 KW, 3 phase</td>
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<td>Tool section – 16mm</td>
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<td>Tail Stock Quill Travel – 100mm</td>
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<td>Machine weight – 700 Kg (minimum) without any attachment and accessories</td>
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</tbody>
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Signature of bidder with official stamp
Dated:
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<td>160mm 3 jaw chuck with left hand jaws set (universal)</td>
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<td>200mm 4 jaws chuck with left hand jaw set (universal)</td>
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<td>Drill chuck with key (1-13mm)MT3</td>
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<td>Foot brake</td>
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<td>Tool box(Spanner Set, L-Key Set, Wrench 10”, Puller, Screw Driver Set, Plier, Nose Plier, Grip Plier)</td>
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<td>2 Axis Digital Read out</td>
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<td></td>
<td>Taper turning attachment</td>
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Signature of bidder with official stamp
Dated:
Part-IV

Section II

BIDDER’S COMMENTARY FORM

Package Name: Heavy Duty Lathe Machine
Package No: 498

Signature of bidder with official stamp
Dated:
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Purchaser’s Specification</th>
<th>Bidder’s Specification</th>
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<tbody>
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</table>

**HEAVY DUTY LATHE MACHINE**
**SPECIFICATION**
- Distance Between centers – 1000mm
- Centre height – 160-200 mm
- Swing over bed – 320-400mm
- Swing in gap – 460-470mm
- Length of gap – 200-250mm
- Cast Iron Bed
- Spindle bore – 38mm
- Spindle taper – MT5
- Tailstock taper – MT3
- Number of spindle speeds – 8
- Range of spindle speeds – 70-1800rpm
- Lead screw dia./pitch – 22mm, 3mm
- Metric threads (27) – pitch 0.5-10mm
- Imperial threads (36) – 3.5-80TPI
- Diametral threads – 7-160DP(32),
- Module threads (20) - 0.25 - 5MP
- Cross slide travel – 160-180mm
- Top slide travel – 90-100mm
- Motor power – 1.5-2 kW, 3 phase
- Tool section – 16mm
- Tail Stock Quill Travel – 100mm
- Machine weight – 700 Kg (minimum) without any attachment and accessories

**STANDARD ACCESSORIES**
- 160mm 3 jaw chuck with left hand jaws set (universal)
- 200mm 4 jaws independent chuck
- 200mm 4 jaws chuck with left hand jaw set (universal)
- Drill chuck with key (1-13mm)MT3

Signature of Bidder with official stamp
Dated
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<th>Purchaser’s Specification</th>
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<td>Dead center (MT3)</td>
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<td>250mm Face plate</td>
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<td>4 way indexing tool post</td>
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<td>Taper turning attachment</td>
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</table>
Govt. of the Punjab

Technical Education & Vocational Training Authority

Procurement of
Heavy Duty Lathe Machine
Package No. 498

PART V

Financial Bid / Proposal
To DGM (Procurement) TEVTA

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned price at the places mentioned against each item.

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<td>Place</td>
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<td></td>
<td>SPECIFICATION</td>
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<td>Number of spindle speeds – 8</td>
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<td>Tail Stock Quill Travel – 100mm</td>
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<td>Machine weight – 700 Kg (minimum)</td>
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<td>STANDARD ACCESSORIES</td>
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<tr>
<td></td>
<td>Rear splash guard</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Thread dial indicator</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:
To DGM (Procurement) TEVTA

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned price at the places mentioned against each item.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
<th>Place of Delivery with quantity</th>
<th>Pak Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Place</td>
<td>Qty</td>
</tr>
<tr>
<td>1</td>
<td>Change gear kit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Axis Digital Read out</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Taper turning attachment</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Amount of Grand total in Words: _________________________________________________________________________________________________________)

We understand that the purchaser intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

**Note**: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
# Standard Bidding Document

**REQUEST FOR PROPOSAL (RFP)**

**Govt. of the Punjab**

Technical Education & Vocational Training Authority

---

**Procurement of Universal Milling Machine**

<table>
<thead>
<tr>
<th>Bid Reference No:</th>
<th>TEVTA / PC /499/ 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package Name:</td>
<td>Universal Milling Machine</td>
</tr>
<tr>
<td>Procurement Procedure &amp; Method</td>
<td>Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)</td>
</tr>
<tr>
<td>Last Date &amp; Time of Receipt of Bids</td>
<td>06-10-2020 till 10:00 A.M.</td>
</tr>
<tr>
<td>Bid Opening Date &amp; Time:</td>
<td>06-10-2020 at 11:30 A.M.</td>
</tr>
</tbody>
</table>
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<thead>
<tr>
<th>Ser No.</th>
<th>Fields</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Name of the Organization</td>
<td></td>
</tr>
<tr>
<td>02.</td>
<td>National Tax Number</td>
<td></td>
</tr>
<tr>
<td>03.</td>
<td>Sales Tax Registration Number</td>
<td></td>
</tr>
<tr>
<td>04.</td>
<td>Date of Establishment</td>
<td></td>
</tr>
<tr>
<td>05.</td>
<td>Corporate Status (Proprietor, Partnership, Private Limited, Public Limited)</td>
<td></td>
</tr>
<tr>
<td>06.</td>
<td>Authorized representative through whom all communications shall be made (Name &amp; Designation in the organization)</td>
<td></td>
</tr>
<tr>
<td>07.</td>
<td>Mailing address</td>
<td></td>
</tr>
<tr>
<td>08.</td>
<td>Contact / Cell No.</td>
<td></td>
</tr>
<tr>
<td>09.</td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>
Part-I
Section I. Instructions to Bidders

A. Introduction

1. Scope of Work
   1.1 Bidders must submit bids of all items of the package. The contractor will be responsible for delivery, installation & commissioning (if any) of all items at consignee’s end in new, safe, sound and in operational condition.

2. Eligible Bidders
   2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.

   2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).

   2.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).

3. Eligible Goods and Services
   3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.

   3.2 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 results that is substantially different in basic characteristics or in purpose or utility from its components.

   3.3 The origin of goods and services is distinct from the nationality of the Bidder.

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

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet
(c) Technical Specifications
(d) Bid Submission Form
(e) Contract Form
(f) Performance Security Form
(g) General Conditions of Contract (GCC)
(h) Special Conditions of Contract (SCC)

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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.

9. Documents Comprising the Bid

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

(a) Duly filled Bid Forms (Technical & Financial)

(b) Documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) Bid security furnished in accordance with invitation to bid.

(e) The bid / proposal should be properly page numbered along with index. Separators should be used for differentiation of various documents.

(f) Bidders are also required to state, in their technical bid, the name, title, contact number (landline, Mobile) fax number and e-mail address of the authorized representative through whom all communications shall be made until the process has been completed

(g) Duly filled, signed and stamped bidding documents must be attached in the bid / proposal as token of acceptance of terms & conditions of bidding documents

(h) Bidders should accept the terms & conditions of bidding documents and conditional bid should not be submitted.

10. Bid Form

10.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, their country of origin, brand, model, and prices.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
11. Bid Prices

11.1 Item wise total price and grand total price, in words and figures should be quoted at the respective columns of the Form of Bid. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.

11.2 Prices indicated on the bid form shall be delivered duty paid (DDP) prices.

12. Bid Currencies

12.1 Firm and final prices shall be quoted in Pak Rupees.

13. Documents Establishing Bidder’s Eligibility and Qualification

13.1 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.

13.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;

(b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(b) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of purchaser’s clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or rejected the clarification.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
(c) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.

(d) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.

15. Bid Security

15.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder’s conduct.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

   (b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Purchaser as nonresponsive

15.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.

15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security.

15.7 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 fails:

       (i) to sign the contract

       or

       (ii) to furnish performance guarantee

Package Name: Universal Milling Machine
Package No: 499
16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security.

17. Format and Signing of Bid

17.1 Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.

18. Sealing and Marking of Bids

18.1 The bidder should submit technical and financial bids in two separate envelopes clearly marking “Technical Bid” and “Financial Bid” covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.

18.3 The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked properly, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

18.5 Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.

Signature of bidder with official stamp

Dated:

Package Name: Universal Milling Machine
Package No: 499
19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 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 Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. 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.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 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.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign an attendance sheet evidencing their presence. Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The financial bids of only technically qualified bidders will be opened.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

22.3 Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser 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 properly been signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. 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 will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which most closely 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**, **Applicable Law**, and **Taxes and Duties**, will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### 25. Qualification & Evaluation of Bids

25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder’s financial, technical, and personal capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, and conforming to the Technical Specifications required. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.

25.4 The Purchaser’s **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

25.5 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.

### 26. Contacting the Purchaser

26.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

---

**Signature of bidder with official stamp**

**Dated:**

**Package Name:** Universal Milling Machine

**Package No:** 499
26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder’s bid.

27. Rejection of the Bid

27.1 Bids will be rejected in case of the following:

i. Received without bid security as demanded in the advertisement
ii. Received after due date and time.
iii. Bidding documents are unsigned/unstamped.
iv. The bid is from a bidder who is black listed, by any Government / Semi-Government Department / Autonomous Bodies in any part of Pakistan
v. The bid is received by telephone/ telex/ fax/ telegram/E-mail.
vi. Offering partial scope of work / incomplete bids
vii. The bidder is non-active tax payer
viii. In case of non-compliance of Instructions to bidders & other tender terms & conditions

F. Award of Contract

28. Award Criteria

28.1 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid. Contract will be awarded to the lowest evaluated bidder for complete package on accumulative cost basis following least cost method. The contractor must submit performance guarantee @ 10% of the contract amount within 07 days of the award of contract. After receipt of performance guarantee Procurement Order will be issued.

29. Procurement Procedure and Method of Procurement

29.1 Single stage two envelopes bidding procedure will be adopted following least cost method on accumulative cost basis.

30. Purchaser’s Right to Accept or Reject All Bids

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Purchaser’s action.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

32. Signing of Contract

32.1 Within seven (07) days of issuance of letter of acceptance, the successful Bidder shall sign, stamp and date the contract.

33 Performance Security

33.1 Within seven (07) days of the signing of contract, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) The procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
(a) Acted in a manner detrimental to the public interest or good practices:
(b) Consistently failed to perform his obligation under the contract;
(c) Not performed the contract up to the mark; or
(d) Indulged in any corrupt practice.

Black listing mechanism will be followed as per Punjab Procurement Rules 2014.

35. Verification  35.1 Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.
Part-I
Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

**Introduction**

| ITB 4.1 | Name of Purchaser: Technical Education and Vocational Training Authority (TEVTA), Government of Punjab |
| ITB 6.1 | For clarification purposes, the purchaser’s address is: TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk |
| ITB 8.1 | Language of the bid – English |

**Bid Price and Currency**

| ITB 11.2 | The price quoted shall be Delivered Duty Paid. |
| ITB 12.1 | The price shall be in Pak Rupees and shall be full and final. |

**Preparation and Submission of Bids**

| ITB 13.2 | a. NTN and STRN Registration Certificate  
|          | b. Certificate required under clause 2.2 & 2.3 |

| ITB 13.2 (a) | S.No. | Description | Max Marks | Formula |
|             |       |             |          |         |
| 1           | Experience | (50)         |          | Per Project |
| 1.1         | Experience of Supply / Installation of Machinery & Equipment in private sector  
Copies of contract award / Purchase Order must be attached | 10 | 02 -- 04 Million 2 Marks  
4.1 -- 06 Million 4 Marks  
6.1 -- 08 Million 6 Marks  
8.1 -- 10 Million 8 Marks  
Above 10 Million 10 Marks (Maximum 10 Marks) |

Signature of bidder with official stamp  
Dated:

Package Name: Universal Milling Machine  
Package No: 499
| 1.2 | Experience of supply / Installation of Machinery & Equipment in public sector | 20 | Per Project |
|     | Copies of contract award / Purchase Order must be attached |   | 02 -- 04 Million | 3 Marks |
|     |                                                        |   | 4.1 -- 06 Million | 6 Marks |
|     |                                                        |   | 6.1 -- 08 Million | 9 Marks |
|     |                                                        |   | 8.1 -- 10 Million | 12 Marks |
|     |                                                        | Above 10 Million | 15 Marks |
|     |                                                        |   | (Maximum 20 Marks) | |
| 1.3 | Experience of supply / Installation of Machinery & Equipment in Relevant Technology | 10 | Per Project |
|     | Copies of contract award / Purchase Order must be attached |   | 01 -- 02 Million | 2 Marks |
|     |                                                        |   | 2.1 -- 03 Million | 4 Marks |
|     |                                                        |   | 3.1 -- 04 Million | 6 Marks |
|     |                                                        |   | 4.1 -- 05 Million | 8 Marks |
|     |                                                        | Above 10 Million | 10 Marks |
|     |                                                        |   | (Maximum 10 Marks) | |
| 1.4 | Experience in years / Market Existence Certificate of Incorporation for company, , STRN for registered / unregistered firm and individuals must be attached | 10 | 2 Marks per year |
|     |                                                        |   | (Maximum 10 Marks) | |
| 2   | Financial Strength (Audited Accounts for the year 2019 or latest must be attached). | (30) | |
| 2.1 | Total Annual Sales /Annual Turnover for the year 2019 or Latest | 15 | Per Project |
|     |                                                        |   | 01 -- 05 Million | 3 Marks |
|     |                                                        |   | 05.1 -- 10 Million | 6 Marks |
|     |                                                        |   | 10.1 -- 15 Million | 9 Marks |
|     |                                                        |   | 15.1 -- 20 Million | 12 Marks |
|     |                                                        | Above 20 Million | 15 Marks |
|     |                                                        |   | (Maximum 15 Marks) | |
| 2.2 | Fixed Assets for the year 2019 or Latest | 5 | Per Project |
|     |                                                        |   | 01 -- 02 Million | 1 Mark |
|     |                                                        |   | 2.1 -- 03 Million | 2 Marks |
|     |                                                        |   | 3.1 -- 04 Million | 3 Marks |
|     |                                                        |   | 4.1 -- 05 Million | 4 Marks |
|     |                                                        | Above 5 Million | 5 Marks |
|     |                                                        |   | (Maximum 5 Marks) | |
| 2.3 | Net Working Capital (Current Assets – Current Liabilities) for the year 2019 or Latest | 10 | Per Project |
|     |                                                        |   | 01 -- 02 Million | 2 Mark |
|     |                                                        |   | 2.1 -- 04 Million | 4 Marks |
|     |                                                        |   | 4.1 -- 06 Million | 6 Marks |
|     |                                                        |   | 6.1 -- 08 Million | 8 Marks |
|     |                                                        | Above 8 Million | 10 Marks |
|     |                                                        |   | (Maximum 10 Marks) | |

**Signature of bidder with official stamp**

**Dated:**

**Package Name:** Universal Milling Machine

**Package No:** 499
3. Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided) (10)
   Certificate provided 10 Marks
   Certificate not provided 0 Marks
   (Maximum 10 Marks)

4. Staff Strength
   Technical Staff (Certificate / Diploma / Degree holder - ) Copy of Certificate / Diploma / Degree and appointment order must be attached) (10)
   2 Marks per technical staff
   (Maximum 10 Marks)

**TOTAL MARKS** (100)

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. Minimum 70% marks are mandatory in this stage.

**ITB 13.2 (b)**

**Qualification requirements.** The potential bidder must also fulfill the following:

a) **Technical Brochures** of Machinery & Equipment quoted, mentioning its specifications, manufacture’s Brand and model.

b) **Authority Letter** from the Bidder Company authorizing the relevant person to sign the bid.

**ITB 15.1**

**Amount of Bid Security:**

<table>
<thead>
<tr>
<th>Sr.</th>
<th>RFP / Package No. Name</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Universal Milling Machines</td>
<td>965,601</td>
</tr>
</tbody>
</table>

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Chairperson TEVTA having its minimum validity 120 days from the date of opening of bid.

**ITB 16.1**

**Bid Validity Period:** 120 days from the date of opening of bid.

**ITB 18.2 (a)**

**Address for Bid Submission:**
TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000.
Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk

**ITB 19.1**
Deadline for **Bid Submission:** As per invitation to bid (advertisement)

**ITB 22.1**
**Time, Date, and Place for Bid Opening:** As per invitation to bid (advertisement)

---

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
### Bid Evaluation

| ITB 25.3 | Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder. |

### Procurement procedure and method

| ITB 29.1 | Single stage two envelopes, accumulative cost basis following least cost method |

---

Signature of bidder with official stamp  
Dated:

Package Name: Universal Milling Machine  
Package No:  499
Part-I
Section III. Bidding Forms

1. Bid Submission Form

Date: ______________________
No: ______________________

To
[Client Address]

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for bid validity period from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 ______________________________

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
Part-II
Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of __________ 20_____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., package Name and No. 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 WITNESSES 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 Form of Bid
   (b) the Technical Specifications;
   (c) the General Conditions of Contract;
   (d) the Special Conditions of Contract; and
   (e) the Purchaser’s Notification of Award.
   (f) the bid data sheet

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.

5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<table>
<thead>
<tr>
<th>Purchaser</th>
<th>Supplier / Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Designation:</td>
<td>Designation:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

**WITNESS:**

1. ______________________________

2. ______________________________

Signature of bidder with official stamp

Dated:

Package Name: Universal Milling Machine
Package No: 499
2. Performance Guarantee Form

To:

[Client Address]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated ____________ 20_____ to supply [Package Name and no.] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 the _____ day of __________20_____.

Signature and seal of the Guarantors

______________________________________________
[name of bank or financial institution]

______________________________________________
[address]

______________________________________________
[date]

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
Part-II
Section II. 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 Purchaser 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 the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary 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, 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 Purchaser” means the organization purchasing the Goods, as named in SCC.

(h) “The Purchaser’s country” is Islamic Republic of Pakistan.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The Project Site,” where applicable, means the place or places mentioned in the From of Bid.
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  
3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. One person one bid  
4.1 In any procurement, one person may submit one bid and if one person submits more than one bids, the procuring agency shall reject all such bids.

5. Use of Contract Documents and Information; Inspection  
5.1 The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

6. Patent Rights  
6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

7. Performance Security  
7.1 Within seven (07) days of signing of contract, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

Signature of bidder with official stamp  
Dated:

Package Name: Universal Milling Machine  
Package No: 499
7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee issued by a schedule bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) CDR, Bankers cheque, PO or DD to be valid or extendable for warranty period

(c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days 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 Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained 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), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
8.4 The purchaser post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the goods.

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 Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.

10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost within 120 days of issuance of procurement order. Delivery period can be extended by the Central Procurement Committee on the written request of the contractor, giving compelling reasons for delay in delivery. However, Extension in delivery period may not be considered as waiver to liquidity damages.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser’s country, transport to such place of destination in the Purchaser’s country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) In case of specialized items, supplier will provide necessary training to the TEVTA staff / faculty free of cost. The terms and conditions for such training, may however, be mutually decided between the TEVTA and the successful bidders, if so required.

14. Spare Parts

14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of purchaser.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, 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 Purchaser’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.

15.2 Bidders must provide one year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 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 Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

16.3 The currency of payment is Pak. Rupees.

17. Prices

17.1 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 or in the Purchaser’s request for bid validity extension, as the case may be.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract 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 Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

19. Contract Amendments

19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

21. Subcontracts

21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.

22. Delays in the Supplier’s Performance

22.1 Delivery of the Goods shall be made by the Supplier in accordance with the instructions given in the form of bid.

22.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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 Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages.

22.3 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 application of liquidated damages.

23. Liquidated Damages

23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or part thereof of delay until actual delivery or performance, up to a

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

―corrupt practice‖ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

―fraudulent practice‖ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

(d) The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the purchaser. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the purchaser), the contract may be considered for termination or cancellation.

On the happening of any of the above event, the performance guarantee will be forfeited.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, 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.

25.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

26. Termination for Insolvency

26.1 The Purchaser 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 Purchaser.

27. Termination for Convenience

27.1 The Purchaser, 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 Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
(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.

28. Resolution of Disputes

28.1 The Purchaser 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Provision of Sample

33.1 The procuring agency can demand sample of any machinery / equipment for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
Part-II

Section III. 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.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: [TEVTA]
GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan
GCC 1.1 (i)—The Supplier is: [Detail]
GCC 1.1 (j)—The Project Site is: [Detail]

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

Pre-delivery / Post-delivery Inspection will be arranged at mutually agreed site or final destination. The acceptance parameters are as following:
1. Confirming to the contractual specifications of items
2. Satisfactory performance of functional test of the equipment
3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
4. Certificate for capability of performing all the practicals pertaining to the equipment as per curriculum

5. Delivery and Documents (GCC Clause 10)

Upon delivery, the Supplier shall provide the following documents to the Purchaser / institute of delivery:
(i) Copies of the delivery challan showing Goods’ description, quantity

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock.

6. **Insurance (GCC Clause 11)**

The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller’s responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

7. **Incidental Services (GCC Clause 13)**

Incidental services to be provided are:

A) At site complete training of Purchaser’s nominated staff regarding maintenance and operation of Goods (if required by purchaser).

B) At site preventive maintenance on quarterly basis by the bidder’s qualified staff for one year, starting from final acceptance of goods (if required by purchaser).

8. **Warranty (GCC Clause 15)**

In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2% of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.

or

(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.

---

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
9. **Payment (GCC Clause 16)**

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

**Mode**

Payment will be made through cross cheque after delivery at specified place, inspection, installation and commissioning of the machinery/equipment. The contractor shall provide all necessary supporting documents along with invoice for payment.

**Running Bill**

On complete / full delivery, commissioning and inspection of machinery & equipment in a specific institution, the contractor may submit running bill pertaining to the supplies provided in the specific institution. The running bill may be entertained by the procuring agency after successful inspection, installation and commissioning of delivered machinery/equipment.

**Final Bill**

Final payment will be made through cross cheque after complete delivery at specified place, final inspection, installation and commissioning of the machinery /equipment.

10. **Repeat Order**

10.1 The contractor may provide Machinery & Equipment on repeat order (15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

11. **Taxes**

11.1 TEVTA shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

12. **Prices (GCC Clause 17)**

Prices shall be: Fixed.

13. **Liquidated Damages (GCC Clause 23)**

Applicable rate: 0.2 % of late delivered goods per day

Maximum deduction: 10 % of contract price

---

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
14. **Resolution of Disputes (GCC Clause 28)**

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

   In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. **Governing Language (GCC Clause 29)**

   The Governing Language shall be: English.

16. **Applicable Law (GCC Clause 30)**

   The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

   - The Contract Act 1872
   - The Arbitration Act 1940

17. **Notices (GCC Clause 31)**

   Purchaser’s address for notice purposes –

   Office of **(DGM Procurement)**
   
   TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell)
   
   96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073

   Supplier’s address for notice purposes:

   Signature of bidder with official stamp
   Dated:

   **Package Name:** Universal Milling Machine
   **Package No:** 499
PART-III

DRAFT INTEGRITY PACT (For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No.________________ Dated __________________
Contract Value: [To be filled in at the time of signing of Contract]
Contract Title: _________________

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: .................. Name of Seller/Supplier: ............
Signature: ...................... Signature: .............................
[Seal]                        [Seal]
CERTIFICATE

A. We undertake that our organization M/s____________ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.

B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.

C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.

D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.

E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
Part-IV

Section I

Technical Bid / Proposal

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
To,

DGM (Procurement) TEVTA,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification at the places mentioned against each item.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
<th>Place of delivery with quantity</th>
<th>Country of Origin</th>
<th>Quoted Brand</th>
<th>Quoted Model</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIVERSAL MILLING MACHINE</td>
<td></td>
<td>GTTI Mughalpura</td>
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<td></td>
<td>SPECIFICATION</td>
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<td>GTTI Sheikhupura</td>
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<td></td>
<td>Table size – 1000x260mm (minimum)</td>
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<td>GTTI Gujjar Khan</td>
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<td>01</td>
<td>Number of T-slots-3 (Minimum)</td>
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<td></td>
<td>T-slot size -14-16mm</td>
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<td>Sargodha</td>
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<td>Spindle to table-0-350mm</td>
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<td>GTTI Khanewal Road Multan</td>
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<td></td>
<td>Number of spindle speeds – 12 steps</td>
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<td>GTTI Khanewal</td>
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<td>Spindle speed range – 50 to 1200 rpm</td>
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<td>GTTI Jhelum</td>
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<td>Swivel of table 45°</td>
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<td>Spindle taper: Horizontal: ISO40, Vertical: ISO40</td>
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<td>Table travel Vertical -300-350mm</td>
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<td>Table Travel Cross – 280-300mm</td>
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<td></td>
<td>Main spindle motor – 3-3.5KW 3Ph</td>
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<td>Coolant pump</td>
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<td></td>
<td>Machine Weight – 1100 Kg (minimum), without any attachment and accessories</td>
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<td>• Milling Machine vice</td>
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<td></td>
<td>• Tail stock</td>
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<td></td>
<td>• Milling arbor 400mmхΦ27mm</td>
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<td>• Milling arbor 400mm х Ф22mm</td>
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<td>• Stub arbor Φ27mm</td>
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<td>• Stub arbor Ф22mm</td>
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<td></td>
<td>STANDARD ACCESSORIES</td>
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</tbody>
</table>

Signature of bidder with official stamp
Dated:
To,

DGM (Procurement) TEVTA,

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<td>Place</td>
<td>Qty</td>
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<tr>
<td>1</td>
<td>Tool Kit(Wrench 8&quot;,10&quot;,12&quot;, Gear Puller, Screw Driver Set, Plier, Nose Plier, Grip Plier) Spanner Set (minimum 7 Pcs). Metric Collet holders &amp; collets L-Key set (minimum 10 pcs). Metric Coolant System Low voltage Machine light Centralized lubrication Table guard 3 Axis Digital Read Out chip tray for Base • Dividing head (Ratio 40:1) Swivel based, 3 jaw chuck (outer and inner jaws), Gear set of 12 gears, Spiral index system, Standard indexing plates, Differential and direct indexing, • Slotting head • Universal Head (Vertical) • Rotary Table</td>
<td>GTTI Gujrat</td>
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<td>GTTI Faisalabad</td>
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<td>GTTI Okara</td>
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<td>GTTI Mianwali</td>
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<td>GTTI Toba Tek Singh</td>
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<td>8</td>
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<td>GTTI Bahawalpur</td>
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</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:
Part-IV

Section II

BIDDER’S COMMENTARY FORM

Signature of bidder with official stamp
Dated:

Package Name: Universal Milling Machine
Package No: 499
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Purchaser’s Specification</th>
<th>Bidder’s Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>UNIVERSAL MILLING MACHINE</td>
<td></td>
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<tr>
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<td>SPECIFICATION</td>
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<tr>
<td></td>
<td>Table size – 1000x260mm (minimum)</td>
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<tr>
<td></td>
<td>Number of T-slots-3 (Minimum)</td>
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<tr>
<td></td>
<td>T-slot size -14-16mm</td>
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<tr>
<td></td>
<td>Spindle to table-0-350mm</td>
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<tr>
<td></td>
<td>Number of spindle speeds – 12 steps</td>
<td></td>
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<tr>
<td></td>
<td>Spindle speed range – 50 to 1200 rpm</td>
<td></td>
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<tr>
<td></td>
<td>Swivel of table 45°</td>
<td></td>
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<tr>
<td></td>
<td>Spindle taper: Horizontal: ISO40, Vertical: ISO40</td>
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<tr>
<td></td>
<td>Table travel Vertical -300-350mm</td>
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<td></td>
<td>Table Travel Cross – 280-300mm</td>
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<tr>
<td></td>
<td>Main spindle motor – 3-3.5KW 3Ph</td>
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<tr>
<td></td>
<td>Coolant pump</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Machine Weight – 1100 Kg (minimum), without any attachment and accessories</td>
<td></td>
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<tr>
<td></td>
<td>ACCESSORIES</td>
<td></td>
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<tr>
<td></td>
<td>• Milling Machine vice</td>
<td></td>
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<td></td>
<td>• Tail stock</td>
<td></td>
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<tr>
<td></td>
<td>• Milling arbor 400mmxΦ27mm</td>
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<td>• Milling arbor 400mm x Φ22mm</td>
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<td></td>
<td>• Stub arbor Φ27mm</td>
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<td></td>
<td>STANDARD ACCESSORIES</td>
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<tr>
<td></td>
<td>Tool Kit(Wrench 8&quot;,10&quot;,12&quot;, Gear Puller, Screw Driver Set, Plier, Nose Plier, Grip Plier)</td>
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<tr>
<td></td>
<td>Spanner Set (minimum 7 Pcs). Metric</td>
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<td></td>
<td>Collet holders &amp; collets</td>
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<td></td>
<td>L-Key set (minimum 10 pcs). Metric</td>
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<td></td>
<td>Coolant System</td>
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<td></td>
<td>Low voltage Machine light</td>
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<td></td>
<td>Centralized lubrication</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder with official stamp
Dated
## Bidders Commentary Form

**Package No.** 499  
**Package Name:** UNIVERSAL MILLING MACHINE

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Purchaser’s Specification</th>
<th>Bidder’s Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Table guard</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 Axis Digital Read Out</td>
<td></td>
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<td></td>
<td>chip tray for Base</td>
<td></td>
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<tr>
<td></td>
<td>• Dividing head (Ratio 40:1) Swivel based, 3 jaw chuck (outer and inner jaws), Gear set of 12 gears, Spiral index system, Standard indexing plates, Differential and direct indexing,</td>
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<tr>
<td></td>
<td>• Slotting head</td>
<td></td>
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<td></td>
<td>• Universal Head (Vertical)</td>
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<tr>
<td></td>
<td>• Rotary Table</td>
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</tr>
</tbody>
</table>
Govt. of the Punjab

Technical Education & Vocational Training Authority

Procurement of
Universal Milling Machine
Package No. 499

PART V

Financial Bid / Proposal
To

DGM (Procurement) TEVTA

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned at the places mentioned against each item.

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<th>Quantity along with Unit</th>
<th>Place of Delivery with quantity</th>
<th>Pak Rupees</th>
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<td>Place</td>
<td>Qty</td>
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<td>UNIVERSAL MILLING MACHINE</td>
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<td>GTTI Mughalpura</td>
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<td>SPECIFICATION</td>
<td></td>
<td>GTTI Sheikhupura</td>
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<td></td>
<td>Table size – 1000x260mm (minimum)</td>
<td></td>
<td>GTTI Gujjar Khan</td>
<td>2</td>
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<tr>
<td></td>
<td>Number of T-slots-3 (Minimum)</td>
<td></td>
<td>GTTI Sillanwali Road</td>
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<td></td>
<td>T-slot size -14-16mm</td>
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<td>GTTI Khanewal Road Multan</td>
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<td></td>
<td>Spindle to table-0-350mm</td>
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<td>GTTI Khanewal</td>
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<td>Swivel of table 45°</td>
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<td>Spindle taper: Horizontal: ISO40, Vertical: ISO40</td>
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<td>ACCESSORIES</td>
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<tr>
<td></td>
<td>• Milling Machine vice</td>
<td></td>
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<td></td>
<td>• Tail stock</td>
<td></td>
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<tr>
<td></td>
<td>• Milling arbor 400mm x Φ27mm</td>
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<td>• Milling arbor 400mm x Φ22mm</td>
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<tr>
<td></td>
<td>• Stub arbor Φ27mm</td>
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</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:
To
DGM (Procurement) TEVTA

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned at the places mentioned against each item.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
<th>Place of Delivery with quantity</th>
<th>Pak Rupees</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Place</td>
<td>Qty</td>
</tr>
<tr>
<td>1</td>
<td>• Stub arbor Φ22mm</td>
<td>3</td>
<td>GTTI Gujrat</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>STANDARD ACCESSORIES</td>
<td></td>
<td>GTTI Faisalabad</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Tool Kit(Wrench 8&quot;,10&quot;,12&quot;, Gear</td>
<td></td>
<td>GTTI Okara</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Puller, Screw Driver Set, Plier, Nose Plier, Grip Plier)</td>
<td></td>
<td>GTTI Mianwali</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Spanner Set (minimum 7 Pcs). Metric Collet holders &amp; collets</td>
<td></td>
<td>GTTI Muzaffargarh</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>L-Key set (minimum 10 pcs). Metric Coolant System</td>
<td></td>
<td>GTTI AMR Sahiwal</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Low voltage Machine light</td>
<td></td>
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<td></td>
<td>Centralized lubrication</td>
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<td></td>
<td>Table guard</td>
<td></td>
<td></td>
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<td></td>
<td>3 Axis Digital Read Out chip tray for Base</td>
<td></td>
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<tr>
<td></td>
<td>• Dividing head (Ratio 40:1) Swivel based, 3 jaw chuck (outer and inner jaws), Gear set of 12 gears, Spiral index system, Standard indexing plates, Differential and direct indexing, • Slotting head</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:
To

DGM (Procurement) TEVTA

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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Place</td>
<td>Qty</td>
</tr>
<tr>
<td>1</td>
<td>• Universal Head (Vertical)</td>
<td></td>
<td>GTTI Toba Tek Singh</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>• Rotary Table</td>
<td></td>
<td>GTTI Bahawalpur</td>
<td>3</td>
</tr>
</tbody>
</table>

(Amount of Grand total in Words: __________________________________________________________________________________________)

We understand that the purchaser intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

Note: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.
Govt. of the Punjab

Technical Education & Vocational Training Authority

Procurement of
Surface Grinding Machine

<table>
<thead>
<tr>
<th>Bid Reference No:</th>
<th>TEVTA / PC /500/ 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package Name:</td>
<td>Surface Grinding Machine</td>
</tr>
<tr>
<td>Procurement Procedure &amp; Method</td>
<td>Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)</td>
</tr>
<tr>
<td>Last Date &amp; Time of Receipt of Bids</td>
<td>06-10-2020 till 10:00 A.M.</td>
</tr>
<tr>
<td>Bid Opening Date &amp; Time:</td>
<td>06-10-2020 at 11:50 A.M.</td>
</tr>
</tbody>
</table>
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<tr>
<th>Ser No.</th>
<th>Fields</th>
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</tr>
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<tbody>
<tr>
<td>01.</td>
<td>Name of the Organization</td>
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</tr>
<tr>
<td>02.</td>
<td>National Tax Number</td>
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</tr>
<tr>
<td>03.</td>
<td>Sales Tax Registration Number</td>
<td></td>
</tr>
<tr>
<td>04.</td>
<td>Date of Establishment</td>
<td></td>
</tr>
<tr>
<td>05.</td>
<td>Corporate Status (Proprietor, Partnership, Private Limited, Public Limited)</td>
<td></td>
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<tr>
<td>06.</td>
<td>Authorized representative through whom all communications shall be made (Name &amp; Designation in the organization)</td>
<td></td>
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<tr>
<td>07.</td>
<td>Mailing address</td>
<td></td>
</tr>
<tr>
<td>08.</td>
<td>Contact / Cell No.</td>
<td></td>
</tr>
<tr>
<td>09.</td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>
Part-I
Section I. Instructions to Bidders

A. Introduction

1. Scope of Work
   1.1 Bidders must submit bids of all items of the package. The contractor will be responsible for delivery, installation & commissioning (if any) of all items at consignee’s end in new, safe, sound and in operational condition.

2. Eligible Bidders
   2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.

   2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).

   2.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).

3. Eligible Goods and Services
   3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.

   3.2 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 results that is substantially different in basic characteristics or in purpose or utility from its components.

   3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding
   4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet
(c) Technical Specifications
(d) Bid Submission Form
(e) Contract Form
(f) Performance Security Form
(g) General Conditions of Contract (GCC)
(h) Special Conditions of Contract (SCC)

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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.

9. Documents Comprising the Bid

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

(a) Duly filled Bid Forms (Technical & Financial)

(b) Documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) Bid security furnished in accordance with invitation to bid.

(e) The bid / proposal should be properly page numbered along with index. Separators should be used for differentiation of various documents.

(f) Bidders are also required to state, in their technical bid, the name, title, contact number (landline, Mobile) fax number and e-mail address of the authorized representative through whom all communications shall be made until the process has been completed.

(g) Duly filled, signed and stamped bidding documents must be attached in the bid / proposal as token of acceptance of terms & conditions of bidding documents.

(h) Bidders should accept the terms & conditions of bidding documents and conditional bid should not be submitted.

10. Bid Form

10.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, their country of origin, brand, model, and prices.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
11. Bid Prices

11.1 Item wise total price and grand total price, in words and figures should be quoted at the respective columns of the Form of Bid. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.

11.2 Prices indicated on the bid form shall be **delivered duty paid (DDP) prices**.

12. Bid Currencies

12.1 Firm and final prices shall be quoted in **Pak Rupees**

13. Documents

13.1 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.

13.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

   (a) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;

   (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

   (a) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

   (b) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of purchaser’s clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or rejected the clarification.
(c) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.

(d) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.

15. Bid Security

15.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder’s conduct.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Purchaser as nonresponsive.

15.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.

15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security.

15.7 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 fails:

   (i) to sign the contract

   or

   (ii) to furnish performance guarantee

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security.

17. Format and Signing of Bid

17.1 Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The bidder should submit technical and financial bids in two separate envelopes clearly marking “Technical Bid” and “Financial Bid” covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.

18.3 The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked properly, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

18.5 Technical Bid / Proposal should consist of duly singed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
19. Deadline for Submission of Bids
19.1 Bids must be received by the Purchaser at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.
19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids
20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids
21.1 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 Purchaser prior to the deadline prescribed for submission of bids.
21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. 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.
21.3 No bid may be modified after the deadline for submission of bids.
21.4 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.

E. Opening and Evaluation of Bids
22. Opening of Bids by the Purchaser
22.1 The Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign an attendance sheet evidencing their presence. Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The financial bids of only technically qualified bidders will be opened.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

22.3 Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser 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 properly been signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. 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 will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which most closely conforms to all the terms and conditions of the bidding documents without material deviations.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, and Taxes and Duties, will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Qualification & Evaluation of Bids

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder’s financial, technical, and personal capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, and conforming to the Technical Specifications required. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.

25.4 The Purchaser’s financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

25.5 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.

26. Contacting the Purchaser

26.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.
26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder’s bid.

27. Rejection of the Bid

27.1 Bids will be rejected in case of the following:
   
   i. Received without bid security as demanded in the advertisement
   ii. Received after due date and time.
   iii. Bidding documents are unsigned/unstamped.
   iv. The bid is from a bidder who is black listed, by any Government / Semi-Government Department / Autonomous Bodies in any part of Pakistan
   v. The bid is received by telephone/ telex/ fax/ telegram/E-mail.
   vi. Offering partial scope of work / incomplete bids
   vii. The bidder is non-active tax payer
   viii. In case of non-compliance of Instructions to bidders & other tender terms & conditions

F. Award of Contract

28. Award Criteria

28.1 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid. Contract will be awarded to the lowest evaluated bidder for complete package on accumulative cost basis following least cost method. The contractor must submit performance guarantee @ 10% of the contract amount within 07 days of the award of contract. After receipt of performance guarantee Procurement Order will be issued.

29. Procurement Procedure and Method of Procurement

29.1 Single stage two envelopes bidding procedure will be adopted following least cost method on accumulative cost basis.

30. Purchaser’s Right to Accept or Reject All Bids

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Purchaser’s action.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

32. Signing of Contract

32.1 Within seven (07) days of issuance of letter of acceptance, the successful Bidder shall sign, stamp and date the contract.

33. Performance Security

33.1 Within seven (07) days of the signing of contract, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) The procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
(a) Acted in a manner detrimental to the public interest or good practices:

(b) Consistently failed to perform his obligation under the contract;

(c) Not performed the contract up to the mark; or

(d) Indulged in any corrupt practice.

Black listing mechanism will be followed as per Punjab Procurement Rules 2014.

35. Verification 35.1 Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.
Part-I
Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

### Introduction

| ITB 4.1 | Name of Purchaser: Technical Education and Vocational Training Authority (TEVTA), Government of Punjab |
| ITB 6.1 | For clarification purposes, the purchaser’s address is: TECHNICAL EDUCATION AND VOCTATIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk |
| ITB 8.1 | Language of the bid – English |

### Bid Price and Currency

| ITB 11.2 | The price quoted shall be Delivered Duty Paid. |
| ITB 12.1 | The price shall be in Pak Rupees and shall be full and final. |

### Preparation and Submission of Bids

| ITB 13.2 | a. NTN and STRN Registration Certificate  
| ITB 13.2 | b. Certificate required under clause 2.2 & 2.3 |

| ITB 13.2 | S.No. | Description | Max Marks | Formula |
| ITB 13.2 | 1 | Experience | (50) | |
| ITB 13.2 | 1.1 | Experience of Supply / Installation of Machinery & Equipment in private sector  
| ITB 13.2 | | Copies of contract award / Purchase Order must be attached | | |
| ITB 13.2 | | | 10 | Per Project  
| | | 02 | -- | 04 Million | 2 Marks |
| | | 4.1 | -- | 06 Million | 4 Marks |
| | | 6.1 | -- | 08 Million | 6 Marks |
| | | 8.1 | -- | 10 Million | 8 Marks |
| | | Above 10 Million | 10 Marks | (Maximum 10 Marks) |

Signature of bidder with official stamp  
Dated:

Package Name: Surface Grinding Machine  
Package No: 500
<table>
<thead>
<tr>
<th></th>
<th>Experience of supply / Installation of Machinery &amp; Equipment in public sector</th>
<th>20</th>
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<tbody>
<tr>
<td></td>
<td>Copies of contract award / Purchase Order must be attached</td>
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<tr>
<td></td>
<td>Experience of supply / Installation of Machinery &amp; Equipment in Relevant Technology</td>
<td>10</td>
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<tr>
<td></td>
<td>Copies of contract award / Purchase Order must be attached</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience in years / Market Existence Certificate of Incorporation for company, , STRN for registered / unregistered firm and individuals must be attached</td>
<td>10</td>
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<tr>
<td></td>
<td>2 Marks per year</td>
<td></td>
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<tr>
<td></td>
<td>Financial Strength (Audited Accounts for the year 2019 or latest must be attached).</td>
<td>(30)</td>
</tr>
<tr>
<td></td>
<td>Total Annual Sales /Annual Turnover for the year 2019 or Latest</td>
<td>15</td>
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<tr>
<td></td>
<td>Fixed Assets for the year 2019 or Latest</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Net Working Capital (Current Assets – Current Liabilities) for the year 2019 or Latest</td>
<td>10</td>
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<td></td>
<td>02 -- 04 Million</td>
<td>3 Marks</td>
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<td>1.2</td>
<td>4.1 -- 06 Million</td>
<td>6 Marks</td>
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<td></td>
<td>6.1 -- 08 Million</td>
<td>9 Marks</td>
</tr>
<tr>
<td></td>
<td>8.1 -- 10 Million</td>
<td>12 Marks</td>
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<td></td>
<td>Above 10 Million</td>
<td>15 Marks</td>
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<th>Per Project</th>
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<td></td>
<td>01 -- 02 Million</td>
<td>2 Marks</td>
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<tr>
<td>1.3</td>
<td>2.1 -- 03 Million</td>
<td>4 Marks</td>
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<td>3.1 -- 04 Million</td>
<td>6 Marks</td>
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<td>4.1 -- 05 Million</td>
<td>8 Marks</td>
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<td>Above 10 Million</td>
<td>10 Marks</td>
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<th>(Maximum 15 Marks)</th>
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<td>01 -- 05 Million</td>
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<td>2.1</td>
<td>05.1 -- 10 Million</td>
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<td></td>
<td>10.1 -- 15 Million</td>
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<td>15.1 -- 20 Million</td>
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<td>Above 20 Million</td>
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<th></th>
<th>(Maximum 5 Marks)</th>
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<td></td>
<td>01 -- 02 Million</td>
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<tr>
<td>2.2</td>
<td>2.1 -- 03 Million</td>
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<tr>
<td></td>
<td>3.1 -- 04 Million</td>
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<tr>
<td></td>
<td>4.1 -- 05 Million</td>
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<td>Above 5 Million</td>
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<th>(Maximum 10 Marks)</th>
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<td></td>
<td>01 -- 02 Million</td>
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<tr>
<td>2.3</td>
<td>2.1 -- 04 Million</td>
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<td></td>
<td>4.1 -- 06 Million</td>
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<td></td>
<td>6.1 -- 08 Million</td>
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<td>Above 8 Million</td>
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Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
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<tbody>
<tr>
<td><strong>3.</strong></td>
<td>Set up for Provision of After Sale Service (Certificate must be attached and Address, telephone and e-mail be provided)</td>
<td>(10)</td>
</tr>
<tr>
<td></td>
<td>Certificate provided 10 Marks Certificate not provided 0 Marks (Maximum 10 Marks)</td>
<td></td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td><strong>Staff Strength</strong> Technical Staff (Certificate / Diploma / Degree holder - ) Copy of Certificate / Diploma / Degree and appointment order must be attached)</td>
<td>(10)</td>
</tr>
<tr>
<td></td>
<td>2 Marks per technical staff (Maximum 10 Marks)</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL MARKS</strong></td>
<td>(100)</td>
<td></td>
</tr>
</tbody>
</table>

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. Minimum 70% marks are mandatory in this stage.

**ITB 13.2 (b)**

**Qualification requirements.** The potential bidder must also fulfill the following:-

a) **Technical Brochures** of Machinery & Equipment quoted, mentioning its specifications, manufacture’s Brand and model.

b) **Authority Letter** from the Bidder Company authorizing the relevant person to sign the bid.

**ITB 15.1**

**Amount of Bid Security:**

<table>
<thead>
<tr>
<th>Sr.</th>
<th>RFP / Package No. Name</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Surface Grinding Machine</td>
<td>57,087</td>
</tr>
</tbody>
</table>

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Chairperson TEVTA, having its minimum validity **120 days from the date of opening of bid.**

**ITB 16.1**

**Bid Validity Period:** 120 days from the date of opening of bid.

**ITB 18.2 (a)**

**Address for Bid Submission:**

TECHNICAL EDUCATION AND VOCTIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000.

Tel: 042-99268056  Tel: 042-99263055-59 (Ext-310 & 413)  042-99263073  E-mail: dgm.proc@tevta.gop.pk

**ITB 19.1**

Deadline for **Bid Submission:** As per invitation to bid (advertisement)

**ITB 22.1**

**Time, Date, and Place for Bid Opening:** As per invitation to bid (advertisement)

Signature of bidder with official stamp

Dated:

Package Name: Surface Grinding Machine
Package No: 500
## Bid Evaluation

| ITB 25.3 | Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder. |

## Procurement procedure and method

| ITB 29.1 | Single stage two envelopes, accumulative cost basis following least cost method |

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
Part-I
Section III. Bidding Forms

1. Bid Submission Form

Date: ________________
No: ________________

To
[Client Address]

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for bid validity period from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 ______________________________

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No:  500
Part-II
Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of __________ 20_____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., package Name and No. 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 WITNESSES 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 Form of Bid
   (b) the Technical Specifications;
   (c) the General Conditions of Contract;
   (d) the Special Conditions of Contract; and
   (e) the Purchaser’s Notification of Award.
   (f) the bid data sheet

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.

5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<table>
<thead>
<tr>
<th>Purchaser</th>
<th>Supplier / Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: __________________________</td>
<td>Signature: __________________________</td>
</tr>
<tr>
<td>Name: _______________________________</td>
<td>Name: _______________________________</td>
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<td>Designation: _________________________</td>
<td>Designation: _________________________</td>
</tr>
<tr>
<td>Date: ________________________________</td>
<td>Date: ________________________________</td>
</tr>
</tbody>
</table>

WITNESS:

1. _________________________________

2. _________________________________

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
2. Performance Guarantee Form

To:

[Client Address]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated ____________ 20_____ to supply [Package Name and no.] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 the _____ day of __________20_____.

Signature and seal of the Guarantors

_________________________________________________________________________________
[name of bank or financial institution]

_________________________________________________________________________________
[address]

_________________________________________________________________________________
[date]

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
Part-II
Section II. 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 Purchaser 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 the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary 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, 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 Purchaser” means the organization purchasing the Goods, as named in SCC.

(h) “The Purchaser’s country” is Islamic Republic of Pakistan.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The Project Site,” where applicable, means the place or places mentioned in the From of Bid.
(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

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. One person one bid

4.1 In any procurement, one person may submit one bid and if one person submits more than one bids, the procuring agency shall reject all such bids.

5. Use of Contract Documents and Information; Inspection

5.1 The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

6. Patent Rights

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

7. Performance Security

7.1 Within seven (07) days of signing of contract, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee issued by a schedule bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) CDR, Bankers cheque, PO or DD to be valid or extendable for warranty period

(c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days 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 Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained 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), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.
8.4 The purchaser post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the goods.

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 Purchaser.

10. **Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.

10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost within 120 days of issuance of procurement order. Delivery period can be extended by the Central Procurement Committee on the written request of the contractor, giving compelling reasons for delay in delivery. However, Extension in delivery period may not be considered as waiver to liquidity damages.

11. **Insurance**

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

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Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser’s country, transport to such place of destination in the Purchaser’s country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) In case of specialized items, supplier will provide necessary training to the TEVTA staff / faculty free of cost. The terms and conditions for such training, may however, be mutually decided between the TEVTA and the successful bidders, if so required.

14. Spare Parts

14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of purchaser.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused. 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 Purchaser’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.

15.2 Bidders must provide one year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 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 Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

16.3 The currency of payment is Pak. Rupees.

17. Prices

17.1 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 or in the Purchaser’s request for bid validity extension, as the case may be.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
18. Change Orders 18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract 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 Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

19. Contract Amendments 19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

21. Subcontracts 21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.

22. Delays in the Supplier’s Performance 22.1 Delivery of the Goods shall be made by the Supplier in accordance with the instructions given in the form of bid.

22.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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 Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages.

22.3 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 application of liquidated damages.

23. Liquidated Damages 23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or part thereof of delay until actual delivery or performance, up to a

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

(d) The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the purchaser. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the purchaser), the contract may be considered for termination or cancellation.

On the happening of any of the above event, the performance guarantee will be forfeited.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, 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.

25.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

26. Termination for Insolvency

26.1 The Purchaser 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 Purchaser.

27. Termination for Convenience

27.1 The Purchaser, 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 Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
(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.

28. Resolution of Disputes

28.1 The Purchaser 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Provision of Sample

33.1 The procuring agency can demand sample of any machinery / equipment for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
Part-II
Section III. 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.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: [TEVTA]
GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan
GCC 1.1 (i)—The Supplier is: [Detail]
GCC 1.1 (j)—The Project Site is: [Detail]

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

Pre-delivery / Post-delivery Inspection will be arranged at mutually agreed site or final destination. The acceptance parameters are as following:

1. Confirming to the contractual specifications of items
2. Satisfactory performance of functional test of the equipment
3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
4. Certificate for capability of performing all the practicals pertaining to the equipment as per curriculum

5. Delivery and Documents (GCC Clause 10)

Upon delivery, the Supplier shall provide the following documents to the Purchaser / institute of delivery:

(i) Copies of the delivery challan showing Goods’ description, quantity

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

6. **Insurance (GCC Clause 11)**

The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller’s responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

7. **Incidental Services (GCC Clause 13)**

Incidental services to be provided are:

A) At site complete training of Purchaser’s nominated staff regarding maintenance and operation of Goods (if required by purchaser).

B) At site preventive maintenance on quarterly basis by the bidder’s qualified staff for one year, starting from final acceptance of goods (if required by purchaser).

8. **Warranty (GCC Clause 15)**

In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2 % of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.

or

(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.

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Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
9. Payment (GCC Clause 16)

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Mode

Payment will be made through cross cheque after delivery at specified place, inspection, installation and commissioning of the machinery/equipment. The contractor shall provide all necessary supporting documents along with invoice for payment.

Running Bill

On complete / full delivery, commissioning and inspection of machinery & equipment in a specific institution, the contractor may submit running bill pertaining to the supplies provided in the specific institution. The running bill may be entertained by the procuring agency after successful inspection, installation and commissioning of delivered machinery/equipment.

Final Bill

Final payment will be made through cross cheque after complete delivery at specified place, final inspection, installation and commissioning of the machinery /equipment.

10. Repeat Order

10.1 The contractor may provide Machinery & Equipment on repeat order (15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

11. Taxes

11.1 TEVTA shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

12. Prices (GCC Clause 17)

Prices shall be: Fixed.

13. Liquidated Damages (GCC Clause 23)

Applicable rate: 0.2 % of late delivered goods per day
Maximum deduction: 10 % of contract price
14. Resolution of Disputes (GCC Clause 28)

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

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- The Contract Act 1872
- The Arbitration Act 1940

17. Notices (GCC Clause 31)

Purchaser’s address for notice purposes –

Office of (DGM Procurement)
TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell)
96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073

Supplier’s address for notice purposes:

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
PART-III

DRAFT INTEGRITY PACT (For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No.________________ Dated __________________
Contract Value: [To be filled in at the time of signing of Contract]
Contract Title: ________________

………………………………… [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ………………
Signature: …………………
[Seal]

Name of Seller/Supplier: …………
Signature: …………………………
[Seal]

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No:  500
CERTIFICATE

A. We undertake that our organization M/s____________ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.

B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.

C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.

D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.

E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
Part-IV

Section I

Technical Bid / Proposal

Signature of bidder with official stamp
Dated:

Package Name: Surface Grinding Machine
Package No: 500
To,

DGM (Procurement) TEVTA,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification at the places mentioned against each item.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
<th>Place of delivery with quantity</th>
<th>Country of Origin</th>
<th>Quoted Brand</th>
<th>Quoted Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>SURFACE GRINDING MACHINE</td>
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<tr>
<td></td>
<td>SPECIFICATION</td>
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<tr>
<td></td>
<td>Working surface of Table (W x L) 250 x 500mm Minimum</td>
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<td>Table travel (y,x)-250 x 550mm Minimum</td>
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<td></td>
<td>Magnetic Chuck-size 200 x 450mm</td>
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<td></td>
<td>Longitudinal feeds 5-25m/min</td>
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<td></td>
<td>Automatic Cross Feed of Saddle 0.5-2mm</td>
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<td></td>
<td>Grinding wheel size- 180 x 13 x 31.75mm</td>
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<td>Speed-2800 rpm Minimum</td>
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<td></td>
<td>Spindle motor -1.5-2 KW, 3phase</td>
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<td>Hydraulic pump motor-0.75-1.5 KW</td>
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<td></td>
<td>Total rated power- 3KW, 3phase</td>
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<td>Maximum table load including Magnetic chuck-120 Kg</td>
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<td></td>
<td>Net weight of machine-750 Kg Minimum</td>
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<tr>
<td>02</td>
<td>GTTI Okara</td>
<td>1</td>
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</tr>
<tr>
<td>02</td>
<td>GTTI Mughalpura</td>
<td>1</td>
<td></td>
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Signature of bidder with official stamp
Dated:
To,

DGM (Procurement) TEVTA,

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</tr>
<tr>
<td></td>
<td>Wheel balancing base,</td>
</tr>
<tr>
<td></td>
<td>Wheel balancing arbor</td>
</tr>
<tr>
<td></td>
<td>Grinding wheel</td>
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<tr>
<td></td>
<td>Diamond dresser fit on the top of machine spindle</td>
</tr>
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<td></td>
<td>Tool box(Spanner Set, L-Key Set, Wrench 10”, Puller, Screw Driver Set, Plier, Nose Plier, Grip Plier)</td>
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<td></td>
<td>Low volt machine light,</td>
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<tr>
<td></td>
<td>Built in demagnetizer,</td>
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<tr>
<td></td>
<td>Coolant system,</td>
</tr>
<tr>
<td></td>
<td>200 x 450mm electro-magnetic chuck.</td>
</tr>
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Signature of bidder with official stamp
Dated:
Part-IV

Section II

BIDDER’S COMMENTARY FORM

Package Name: Surface Grinding Machine
Package No: 500

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Govt. of the Punjab

Technical Education & Vocational Training Authority

Procurement of
Surface Grinding Machine
Package No. 500

PART V

Financial Bid / Proposal
FORM OF BID – Financial Proposal / Bid

Package No. 500 Package Name: SURFACE GRINDING MACHINE

To

DGM (Procurement) TEVTA

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification as per the following price at the places mentioned against each item.

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<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
<th>Place of Delivery with quantity</th>
<th>Unit Price without GST</th>
<th>Total Price Without GST</th>
<th>Amount of Total GST</th>
<th>Total Price Inclusive all Taxes (In Words &amp; Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>SURFACE GRINDING MACHINE</td>
<td></td>
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<tr>
<td></td>
<td>SPECIFICATION</td>
<td></td>
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<tr>
<td></td>
<td>Working surface of Table (W x L) 250 x 500mm Minimum</td>
<td></td>
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<tr>
<td></td>
<td>Table travel (y,x)-250 x 550mm Minimum</td>
<td></td>
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<tr>
<td></td>
<td>Minimum distance spindle centre-table-400mm</td>
<td></td>
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<tr>
<td></td>
<td>Magnetic Chuck-size 200 x 450mm</td>
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<tr>
<td></td>
<td>Longitudinal feeds 5-25m/min</td>
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<tr>
<td></td>
<td>Automatic Cross Feed of Saddle 0.5-2mm</td>
<td></td>
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<tr>
<td></td>
<td>Grinding wheel size- 180 x 13 x 31.75mm</td>
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<td></td>
<td>Speed-2800 rpm Minimum</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Spindle motor -1.5-2 KW, 3phase</td>
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<tr>
<td></td>
<td>Hydraulic pump motor-0.75-1.5 KW</td>
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<tr>
<td></td>
<td>Coolant pump motor</td>
<td></td>
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<tr>
<td></td>
<td>Elevating motor</td>
<td></td>
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<td></td>
<td>Cross feed motor</td>
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<tr>
<td></td>
<td>Total rated power- 3KW, 3phase</td>
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<tr>
<td></td>
<td>Maximum table load including Magnetic chuck-120 Kg</td>
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<tr>
<td></td>
<td>Net weight of machine-750 Kg Minimum</td>
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<tr>
<td></td>
<td>STANDARD ACCESSORIES</td>
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<tr>
<td></td>
<td>Wheel balancing base,</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Wheel balancing arbor</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Signature of bidder with official stamp
Dated:
To DGM (Procurement) TEVTA

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification as per the following price at the places mentioned against each item.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
<th>Place of Delivery with quantity</th>
<th>Pak Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Place</td>
<td>Qty</td>
</tr>
<tr>
<td>1</td>
<td>Grinding wheel</td>
<td></td>
<td>Place</td>
<td>Qty</td>
</tr>
<tr>
<td></td>
<td>Diamond dresser fit on the top of machine spindle grinding wheel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tool box(Spanner Set, L-Key Set, Wrench 10&quot;, Puller, Screw Driver Set, Plier, Nose Plier, Grip Plier)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Low volt machine light, Built in demagnetizer, Coolant system, 200 x 450mm electro-magnetic chuck.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Amount of Grand total in Words: _________________________________________________________________)

We understand that the purchaser intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

Note: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

Signature of bidder with official stamp
Dated:
Govt. of the Punjab
Technical Education & Vocational Training Authority

Procurement of
Lift (2 Post Car Hydraulic Lift)

<table>
<thead>
<tr>
<th>Bid Reference No:</th>
<th>TEVTA / PC /501/ 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package Name:</td>
<td>Lift (2 Post Car Hydraulic Lift)</td>
</tr>
<tr>
<td>Procurement Procedure &amp; Method</td>
<td>Single Stage Two Envelopes (Least Cost Method, Accumulative Cost Basis)</td>
</tr>
<tr>
<td>Last Date &amp; Time of Receipt of Bids</td>
<td>06-10-2020 till 10:00 A.M.</td>
</tr>
<tr>
<td>Bid Opening Date &amp; Time:</td>
<td>06-10-2020 at 12:10 P.M.</td>
</tr>
</tbody>
</table>
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<th>Ser No.</th>
<th>Fields</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Name of the Organization</td>
<td></td>
</tr>
<tr>
<td>02.</td>
<td>National Tax Number</td>
<td></td>
</tr>
<tr>
<td>03.</td>
<td>Sales Tax Registration Number</td>
<td></td>
</tr>
<tr>
<td>04.</td>
<td>Date of Establishment</td>
<td></td>
</tr>
<tr>
<td>05.</td>
<td>Corporate Status (Proprietor, Partnership, Private Limited, Public Limited)</td>
<td></td>
</tr>
<tr>
<td>06.</td>
<td>Authorized representative through whom all communications shall be made (Name &amp; Designation in the organization)</td>
<td></td>
</tr>
<tr>
<td>07.</td>
<td>Mailing address</td>
<td></td>
</tr>
<tr>
<td>08.</td>
<td>Contact / Cell No.</td>
<td></td>
</tr>
<tr>
<td>09.</td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>E-Mail Address</td>
<td></td>
</tr>
</tbody>
</table>
Part-I
Section I. Instructions to Bidders

A. Introduction

1. Scope of Work
   1.1 Bidders must submit bids of all items of the package. The contractor will be responsible for delivery, installation & commissioning (if any) of all items at consignee’s end in new, safe, sound and in operational condition.

2. Eligible Bidders
   2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.

   2.2 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government (provide certificate).

   2.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) (provide certificate).

3. Eligible Goods and Services
   3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as per policy of Govt. of Pakistan, and all expenditures made under the contract will be limited to such goods and services.

   3.2 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 results that is substantially different in basic characteristics or in purpose or utility from its components.

   3.3 The origin of goods and services is distinct from the nationality of the Bidder.

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

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Bidders (ITB)  
(b) Bid Data Sheet  
(c) Technical Specifications  
(d) Bid Submission Form  
(e) Contract Form  
(f) Performance Security Form  
(g) General Conditions of Contract (GCC)  
(h) Special Conditions of Contract (SCC)

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

Signature of bidder with official stamp  
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)  
Package No: 501
C. Preparation of Bids

8. Language of Bid
8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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.

9. Documents Comprising the Bid
9.1 The bid prepared by the Bidder shall comprise the following components:

(a) Duly filled Bid Forms (Technical & Financial)

(b) Documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) Bid security furnished in accordance with invitation to bid.

(e) The bid / proposal should be properly page numbered along with index. Separators should be used for differentiation of various documents.

(f) Bidders are also required to state, in their technical bid, the name, title, contact number (landline, Mobile) fax number and e-mail address of the authorized representative through whom all communications shall be made until the process has been completed

(g) Duly filled, signed and stamped bidding documents must be attached in the bid / proposal as token of acceptance of terms & conditions of bidding documents

(h) Bidders should accept the terms & conditions of bidding documents and conditional bid should not be submitted.

10. Bid Form
10.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the goods to be supplied, their country of origin, brand, model, and prices.

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501

Signature of bidder with official stamp
Dated:
11. Bid Prices

11.1 Item wise total price and grand total price, in words and figures should be quoted at the respective columns of the Form of Bid. The total quoted price must be inclusive of all applicable taxes and duties as per prevailing Govt. rules, transportation / delivery, installation and commissioning charges etc. in Pak Rupees.

11.2 Prices indicated on the bid form shall be delivered duty paid (DDP) prices.

12. Bid Currencies

12.1 Firm and final prices shall be quoted in Pak Rupees.

13. Documents Establishing Bidder’s Eligibility and Qualification

13.1 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.

13.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that the Bidder has the financial, technical, and personnel capability necessary to perform the contract;

(b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(b) If some of the specifications are not available in the literature / brochure provided by the bidder but the same have been mentioned / reported / committed in the Commentary Form by the bidder, the bidder will give an undertaking or in response of purchaser’s clarifications, that the machinery & equipment to be supplied will conform to the required / bid specifications. The procuring agency reserve the rights to accept or rejected the clarification.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
(c) The commentary form facilitates the bidder to elaborate their bid offer in terms of required accessories / specifications which are not available in the technical literature / brochure of the goods. In case the brochure provided by the bidder meets all the required specifications than commentary form has no significant impact.

(d) In case of contradiction between the brochure and commentary form, the information available in the brochure will prevail.

15. Bid Security

15.1 The Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder’s conduct.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker’s cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid without bid security or less than the amount as demanded in invitation to bid will be rejected by the Purchaser as nonresponsive

15.5 Unsuccessful bidders’ bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser.

15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, and furnishing the performance security.

15.7 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 fails:

(i) to sign the contract
or
(ii) to furnish performance guarantee
16. Period of Validity of Bids
16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security.

17. Format and Signing of Bid
17.1 Any interlineations, erasures & cutting, or overwriting shall be valid only if they are signed and stamped by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Bids
18.1 The bidder should submit technical and financial bids in two separate envelopes clearly marking “Technical Bid” and “Financial Bid” covered under one main (Outer) envelope marking Bid Reference and Package Name on top left corner of the main (outer) envelope. Address and contact No. of the bidder should also be written on inner and outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) the outer and inner envelopes should properly be sealed so that contents of the bid are fully enclosed and cannot be known until open.

18.3 The outer envelope and inner envelopes also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

18.4 If the outer envelope is not sealed and marked properly, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

18.5 Technical Bid / Proposal should consist of duly signed and stamped bidding documents, Form of bid indicating country of origin and Brand, Model and literature / brochures and all information / documents demanded in the bidding documents for technical evaluation. Bid Security as demanded in advertisement / invitation to bid must be placed in technical bid. Financial Bid / Proposal should consist of price / rates on the prescribed format available in the bidding documents.
19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified in the bid data sheet no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 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 Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. 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.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 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.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign an attendance sheet evidencing their presence. Initially only technical bids / proposals will be opened and sealed financial bids will remain under the custody of procuring agency until open. The financial bids of only technically qualified bidders will be opened.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
Financial bids of technically un-qualified bidders will be returned unopened. The date, time and venue for opening of financial bid / proposal will be communicated later on after technical evaluation.

22.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

22.3 Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser 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 properly been signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. 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 will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which most closely 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**, **Applicable Law**, and **Taxes and Duties**, will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. **Qualification & Evaluation of Bids**

25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder’s financial, technical, and personal capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, and conforming to the Technical Specifications required. The bidder offering partial scope of work will be disqualified. The bidder offering complete scope of work and securing required marks or more in the technical evaluation will be declared technically qualified bidder. All quoted items of the complete package should meet the minimum required specification. In case any one item out of the complete package does not meet the minimum required specification then such a bid will be rejected. All bidders will be informed after technical evaluation either they are qualified or not.

25.4 The Purchaser’s **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

25.5 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid.

26. **Contacting the Purchaser**

26.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder’s bid.

27. Rejection of the Bid

27.1 Bids will be rejected in case of the following:

i. Received without bid security as demanded in the advertisement
ii. Received after due date and time.
iii. Bidding documents are unsigned/unstamped.
iv. The bid is from a bidder who is black listed, by any Government / Semi-Government Department / Autonomous Bodies in any part of Pakistan
v. The bid is received by telephone/ telex/ fax/ telegram/E-mail.
vi. Offering partial scope of work / incomplete bids
vii. The bidder is non-active tax payer
viii. In case of non-compliance of Instructions to bidders & other tender terms & conditions

F. Award of Contract

28. Award Criteria

28.1 A bid most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost will be selected as lowest evaluated bid. Contract will be awarded to the lowest evaluated bidder for complete package on accumulative cost basis following least cost method. The contractor must submit performance guarantee @ 10% of the contract amount within 07 days of the award of contract. After receipt of performance guarantee Procurement Order will be issued.

29. Procurement Procedure and Method of Procurement

29.1 Single stage two envelopes bidding procedure will be adopted following least cost method on accumulative cost basis.

30. Purchaser’s Right to Accept or Reject All Bids

30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the bidders of the grounds for the Purchaser’s action.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

32. Signing of Contract

32.1 Within seven (07) days of issuance of letter of acceptance, the successful Bidder shall sign, stamp and date the contract.

33 Performance Security

33.1 Within seven (07) days of the signing of contract, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) The procuring agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
(a) Acted in a manner detrimental to the public interest or good practices:

(b) Consistently failed to perform his obligation under the contract;

(c) Not performed the contract up to the mark; or

(d) Indulged in any corrupt practice.

Black listing mechanism will be followed as per Punjab Procurement Rules 2014.

35. Verification 35.1 Procuring agency can verify any or all documents / information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.
Part-I
Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

---

| ITB 4.1 | Name of Purchaser: Technical Education and Vocational Training Authority (TEVTA), Government of Punjab |
| ITB 6.1 | For clarification purposes, the purchaser’s address is: TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000. Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk |
| ITB 8.1 | Language of the bid – English |

---

**Bid Price and Currency**

| ITB 11.2 | The price quoted shall be Delivered Duty Paid. |
| ITB 12.1 | The price shall be in Pak Rupees and shall be full and final. |

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**Preparation and Submission of Bids**

| ITB 13.2 | a. NTN and STRN Registration Certificate  
| ITB 13.2 | b. Certificate required under clause 2.2 & 2.3 |

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<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Max Marks</th>
<th>Formula</th>
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<td>1</td>
<td>Experience</td>
<td>(50)</td>
<td>Per Project</td>
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<tr>
<td>1.1</td>
<td>Experience of Supply / Installation of Machinery &amp; Equipment in private sector, Copies of contract award / Purchase Order must be attached</td>
<td>10</td>
<td>02 -- 04 Million</td>
<td>2 Marks</td>
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<td>4.1 -- 06 Million</td>
<td>4 Marks</td>
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<td>6.1 -- 08 Million</td>
<td>6 Marks</td>
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<td>8.1 -- 10 Million</td>
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<td>Above 10 Million</td>
<td>10 Marks</td>
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<td><strong>(Maximum 10 Marks)</strong></td>
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Signature of bidder with official stamp  
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)  
Package No: 501
<table>
<thead>
<tr>
<th></th>
<th>Experience of supply / Installation of Machinery &amp; Equipment in public sector</th>
<th>Per Project</th>
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<tr>
<td>1.2</td>
<td>Copies of contract award / Purchase Order must be attached</td>
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<td>1.3</td>
<td>Experience of supply / Installation of Machinery &amp; Equipment in Relevant Technology</td>
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<td>Copies of contract award / Purchase Order must be attached</td>
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<td>1.4</td>
<td>Experience in years / Market Existence Certificate of Incorporation for company, , STRN for registered / unregistered firm and individuals must be attached</td>
<td>10</td>
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<td>2</td>
<td>Financial Strength (Audited Accounts for the year 2019 or latest must be attached)</td>
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<td>2.1</td>
<td>Total Annual Sales /Annual Turnover for the year 2019 or Latest</td>
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<td>2.2</td>
<td>Fixed Assets for the year 2019 or Latest</td>
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<td>2.3</td>
<td>Net Working Capital (Current Assets – Current Liabilities) for the year 2019 or Latest</td>
<td>10</td>
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Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
3. **Set up for Provision of After Sale Service**
   (Certificate must be attached and Address, telephone and e-mail be provided)
   
   | (10) | Certificate provided 10 Marks  
   | Certificate not provided 0 Marks  
   | **(Maximum 10 Marks)** |

4. **Staff Strength**
   Technical Staff (Certificate / Diploma / Degree holder - ) Copy of Certificate / Diploma / Degree and appointment order must be attached
   
   | (10) | 2 Marks per technical staff  
   | **(Maximum 10 Marks)** |

**TOTAL MARKS** (100)

Note: Supporting documents (where demanded) must be attached otherwise no marks would be awarded. Minimum 70% marks are mandatory in this stage.

**ITB 13.2 (b) Qualification requirements.** The potential bidder must also fulfill the following:

a) **Technical Brochures** of Machinery & Equipment quoted, mentioning its specifications, manufacture’s Brand and model.

b) **Authority Letter** from the Bidder Company authorizing the relevant person to sign the bid.

**ITB 15.1 Amount of Bid Security:**

<table>
<thead>
<tr>
<th>Sr.</th>
<th>RFP / Package No. Name</th>
<th>Bid Security</th>
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<tbody>
<tr>
<td>01.</td>
<td>Lift (2 Post Car Hydraulic Lift)</td>
<td>375,000</td>
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Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Chairperson TEVTA, having its minimum validity 120 days from the date of opening of bid.

**ITB 16.1 Bid Validity Period: 120 days** from the date of opening of bid.

**ITB 18.2 (a) Address for Bid Submission:**
TECHNICAL EDUCATION AND VOCTIONAL TRAINING AUTHORITY (Purchase Cell), 96H, Gulberg II, Lahore 54000.
Tel: 042-99268056  Tel: 042-99263055-59  (Ext-310 & 413) 042-99263073 E-mail: dgm.proc@tevta.gop.pk

**ITB 19.1 Deadline for Bid Submission:** As per invitation to bid (advertisement)

**ITB 22.1 Time, Date, and Place for Bid Opening:** As per invitation to bid (advertisement)

---

Signature of bidder with official stamp  
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)  
Package No:  501
### Bid Evaluation

<table>
<thead>
<tr>
<th>ITB 25.3</th>
<th>Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.</th>
</tr>
</thead>
</table>

### Procurement procedure and method

<table>
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<tr>
<th>ITB 29.1</th>
<th>Single stage two envelopes, accumulative cost basis following least cost method</th>
</tr>
</thead>
</table>

Signature of bidder with official stamp

Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
Part-I
Section III. Bidding Forms

1. Bid Submission Form

Date: ______________________
No: ______________________

To
[Client Address]

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for bid validity period from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 ________________________________

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
Part-II
Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of __________ 20_____ between [name of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of (hereinafter called “the Supplier”) of the other part:

WEREAS the Purchaser invited bids for certain goods and ancillary services, viz., package Name and No. 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 WITNESSES 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 Form of Bid
   (b) the Technical Specifications;
   (c) the General Conditions of Contract;
   (d) the Special Conditions of Contract; and
   (e) the Purchaser’s Notification of Award.
   (f) the bid data sheet

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services, 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.

5. All disputes or differences between the parties in connections with or arising out of this agreement shall be settled through arbitration in accordance with the provisions of Punjab Procurement Rules 2014. The arbitration should be made through mutually agreed single arbitrator under Arbitration Act 1940.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

<table>
<thead>
<tr>
<th>Purchaser</th>
<th>Supplier / Contractor</th>
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<tbody>
<tr>
<td>Signature: __________________________</td>
<td>Signature: __________________________</td>
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<tr>
<td>Name: ______________________________</td>
<td>Name: ______________________________</td>
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<td>Designation: __________________________</td>
<td>Designation: __________________________</td>
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<tr>
<td>Date: __________________________</td>
<td>Date: __________________________</td>
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</table>

**WITNESS:**

1. ______________________________

2. ______________________________

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
2. Performance Guarantee Form

To:

[Client Address]

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated ____________ 20_____ to supply [Package Name and no.] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums 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 the _____ day of __________20_____.

Signature and seal of the Guarantors

________________________________________
[name of bank or financial institution]

________________________________________
[address]

________________________________________
[date]

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
Part-II
Section II. 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 Purchaser 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 the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d) “The Services” means those services ancillary 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, 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 Purchaser” means the organization purchasing the Goods, as named in SCC.

(h) “The Purchaser’s country” is Islamic Republic of Pakistan.

(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

(j) “The Project Site,” where applicable, means the place or places mentioned in the From of Bid

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
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 3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. One person one bid 4.1 In any procurement, one person may submit one bid and if one person submits more than one bids, the procuring agency shall reject all such bids.

5. Use of Contract Documents and Information; Inspection 5.1 The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.

6. Patent Rights 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

7. Performance Security 7.1 Within seven (07) days of signing of contract, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee issued by a schedule bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) CDR, Bankers cheque, PO or DD to be valid or extendable for warranty period

(c) In case of expiry of performance guarantee, the contractor shall renew the performance guarantee valid for warranty period, if required by the procuring agency

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days 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 Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained 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), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
8.4 The purchaser post-delivery right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the goods.

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 Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the Form of bid. The details of delivery and/or other documents to be furnished by the Supplier are specified in SCC 5.

10.2 The contractor will be responsible for delivery, installation & commissioning (if any) as per procurement order in safe, sound and in operational condition at its own risk & cost within 120 days of issuance of procurement order. Delivery period can be extended by the Central Procurement Committee on the written request of the contractor, giving compelling reasons for delay in delivery. However, Extension in delivery period may not be considered as waiver to liquidity damages.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser’s country, transport to such place of destination in the Purchaser’s country, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) In case of specialized items, supplier will provide necessary training to the TEVTA staff / faculty free of cost. The terms and conditions for such training, may however, be mutually decided between the TEVTA and the successful bidders, if so required.

14. Spare Parts

14.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14.2 Lowest evaluated bidder must provide spare parts of the supplied items at market rate at any time after warranty period as per requirement of purchaser.
15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused. 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 Purchaser’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.

15.2 Bidders must provide one year free comprehensive onsite warranty, which must include labor, parts replacement and any other related service. Warranty period will be started after completion of scope of work.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 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 Purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to SCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

16.3 The currency of payment is Pak. Rupees.

17. Prices

17.1 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 or in the Purchaser’s request for bid validity extension, as the case may be.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
18. Change Orders
18.1 The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract 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 Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

19. Contract Amendments
19.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment
20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.

21. Subcontracts
21.1 If supplier awarded sub-contracts, such award shall not relieve the Supplier from any liability or obligation under the Contract.

22. Delays in the Supplier’s Performance
22.1 Delivery of the Goods shall be made by the Supplier in accordance with the instructions given in the form of bid.
22.2 If at any time during performance of the Contract, the Supplier encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser 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 Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages.
22.3 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 application of liquidated damages.

23. Liquidated Damages
23.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or part thereof of delay until actual delivery or performance, up to a

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

(d) The Contractor may inform the date of placement of order to the foreign Principal / manufacturer, in case of items to be imported within 15 days of issuance of purchase order, if required by the purchaser. If supplier fails to place order within 15 days of the issuance of purchase order and does not provide the aforementioned information (if required by the purchaser), the contract may be considered for termination or cancellation.

On the happening of any of the above event, the performance guarantee will be forfeited.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, 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.

25.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

26. Termination for Insolvency

26.1 The Purchaser 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 Purchaser.

27. Termination for Convenience

27.1 The Purchaser, 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 Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
(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.

28. Resolution of Disputes

28.1 The Purchaser 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser 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.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party’s address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. Provision of Sample

33.1 The procuring agency can demand sample of any machinery / equipment for checking the performance and quality of the machinery / equipment. On satisfactory performance of the sample, the bidder will be responsible for delivery of the same. In case performance or quality of the sample is not satisfactory the procuring agency can reject the same and the bid will be technically dis-qualified.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
Part-II
Section III. 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.

1. Definitions (GCC Clause 1)

   GCC 1.1 (g)—The Purchaser is: [TEVTA]
   GCC 1.1 (h)—The Purchaser’s country is: Islamic Republic of Pakistan
   GCC 1.1 (i)—The Supplier is: [Detail]
   GCC 1.1 (j)—The Project Site is: [Detail]

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

   The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee or any form as per GCC 7 from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

   Pre-delivery / Post-delivery Inspection will be arranged at mutually agreed site or final destination. The acceptance parameters are as following:
   1. Confirming to the contractual specifications of items
   2. Satisfactory performance of functional test of the equipment
   3. Proper test report will be prepared with functional compliance and physical attributes of Equipment, if conducted
   4. Certificate for capability of performing all the practicals pertaining to the equipment as per curriculum

5. Delivery and Documents (GCC Clause 10)

   Upon delivery, the Supplier shall provide the following documents to the Purchaser / institute of delivery:
   (i) Copies of the delivery challan showing Goods’ description, quantity

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Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No:  501
The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

6. **Insurance (GCC Clause 11)**

   The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller’s responsibility. Since the Insurance is seller’s responsibility they may arrange appropriate coverage.

7. **Incidental Services (GCC Clause 13)**

   Incidental services to be provided are:
   
   A) At site complete training of Purchaser’s nominated staff regarding maintenance and operation of Goods (if required by purchaser).
   
   B) At site preventive maintenance on quarterly basis by the bidder’s qualified staff for one year, starting from final acceptance of goods (if required by purchaser).

8. **Warranty (GCC Clause 15)**

   In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty etc.) from date of Final Acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

   (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

   or

   (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2% of the late delivered goods per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.

   or

   (c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 7 days.

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Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
9. Payment (GCC Clause 16)

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Mode

Payment will be made through cross cheque after delivery at specified place, inspection, installation and commissioning of the machinery/equipment. The contractor shall provide all necessary supporting documents along with invoice for payment.

Running Bill

On complete / full delivery, commissioning and inspection of machinery & equipment in a specific institution, the contractor may submit running bill pertaining to the supplies provided in the specific institution. The running bill may be entertained by the procuring agency after successful inspection, installation and commissioning of delivered machinery/equipment.

Final Bill

Final payment will be made through cross cheque after complete delivery at specified place, final inspection, installation and commissioning of the machinery/equipment.

10. Repeat Order

10.1 The contractor may provide Machinery & Equipment on repeat order (15% of the original procurement order) under the provision of Punjab Procurement Rules 2014, if asked for.

11. Taxes

11.1 TEVTA shall deduct all applicable taxes at the prevailing rate prescribed by the Govt., from all payments submitted by the contractor. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

12. Prices (GCC Clause 17)

Prices shall be: Fixed.

13. Liquidated Damages (GCC Clause 23)

Applicable rate: 0.2 % of late delivered goods per day
Maximum deduction: 10 % of contract price

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
14. Resolution of Disputes (GCC Clause 28)

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

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to conciliation mediated by a third party, adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

- The Contract Act 1872
- The Arbitration Act 1940

17. Notices (GCC Clause 31)

Purchaser’s address for notice purposes –

Office of (DGM Procurement)
TECHNICAL EDUCATION AND VOCATIONAL TRAINING AUTHORITY (Purchase Cell)
96H, Gulberg II, Lahore 54000.Tel: 042-99268056 Tel: 042-99263055-59 (Ext-310 & 413) 042-99263073

Supplier’s address for notice purposes:

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
PART-III

DRAFT INTEGRITY PACT (For the procurement of 10,000,000 and above)

The lowest evaluated successful bidder shall sign and stamp the below mentioned Integrity Pact for the procurement contracts exceeding Rupees 10 million. Failure to provide such integrity pact shall make the bidder non-responsive.

Contract No.________________ Dated __________________
Contract Value: [To be filled in at the time of signing of Contract]
Contract Title: _________________

............................................ [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No:  501
rights and remedies available to GOP under any law, contract or other instrument, be voidable at
the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees
to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices
and further pay compensation to GOP in an amount equivalent to ten time the sum of any
commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for
the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or
other obligation or benefit in whatsoever form from GOP.

Name of Buyer: ......................     Name of Seller/Supplier: .........
Signature: .........................     Signature: ..............................
[Seal]                        [Seal]
CERTIFICATE

A. We undertake that our organization M/s______________ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.

B. We undertake that in case our bid accepted the goods to be supplied under the contract agreement will be genuine, brand new, non-refurbished, un-altered in any way, as per required specification, imported (if any) through proper channel.

C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this bidding document.

D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.

E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lowest rate anywhere in Pakistan.

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No:  501
Part-IV

Section I

Technical Bid / Proposal

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No:  501
FORM OF BID – Technical Proposal / Bid

Package No. 501 Package Name: *LIFT (2 Post Car Hydraulic Lift)*

To,

DGM (Procurement) TEVTA,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification at the places mentioned against each item.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
<th>Place of delivery with quantity</th>
<th>Country of Origin</th>
<th>Quoted Brand</th>
<th>Quoted Model</th>
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<tbody>
<tr>
<td>1</td>
<td><strong>LIFTS</strong></td>
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<td>• 2 post car hydraulic lift</td>
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<td>• Capacity (minimum) = 4000 kg</td>
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<td>• Lifting Height (Minimum) = 1900 mm</td>
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<td>• Drive motor (minimum) = 4KW</td>
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<td>• Power supply = 3phase, 380-420V AC</td>
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<td>• Short arm extraction = 500-1100 mm</td>
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<td>• Long arm extraction = 900-1700 mm</td>
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<td>• Front &amp; Rear 3 stage arms.</td>
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<td>• Shut off bar.</td>
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<td>• Safety locks.</td>
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<td>• Including installation of lift along with all attachments and operating manual</td>
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<td></td>
<td><strong>25</strong></td>
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</tbody>
</table>

Signature of bidder with official stamp

Dated:
Part-IV

Section II

BIDDER’S COMMENTARY FORM

Signature of bidder with official stamp
Dated:

Package Name: Lift (2 Post Car Hydraulic Lift)
Package No: 501
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Purchaser’s Specification</th>
<th>Bidder’s Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tr>
</tbody>
</table>

01 LIFTS
- 2 post car hydraulic lift
- Capacity (minimum) = 4000 kg
- Lifting Height (Minimum) = 1900 mm
- Drive motor (minimum) = 4KW
- Power supply = 3phase, 380-420V AC
- Short arm extraction = 500-1100 mm
- Long arm extraction = 900-1700 mm
- Front & Rear 3 stage arms.
- Shut off bar.
- Safety locks.
- Including installation of lift along with all attachments and operating manual
Govt. of the Punjab

Technical Education & Vocational Training Authority

Procurement of
Lift (2 Post Car Hydraulic Lift)
Package No. 501

PART V

Financial Bid / Proposal
Form of Bid – Financial Proposal / Bid

Package No. 501 Package Name: LIFT (2 POST CAR HYDRAULIC LIFT)

To

DGM (Procurement) TEVTA

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission the following items in conformity with the below mentioned required specification as per the following price at the places mentioned against each item.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Name with Specifications</th>
<th>Quantity along with Unit</th>
<th>Place of Delivery with quantity</th>
<th>Pak Rupees</th>
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<td>Place</td>
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<td>LIFTS</td>
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<td>GTTC Layyah</td>
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<td>GTTI (B) Pasrur</td>
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<td>GTTI Attock</td>
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<td>GTTI Bahawalnagar</td>
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<td>GTTI Bhalwal</td>
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<td>GTTI Chakwal</td>
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<td>GTTI Fatehpur</td>
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<td>GTTI Pindigheb</td>
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<td>GTTI Samundri</td>
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<td>GTTI Shorkot</td>
<td>1</td>
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</tbody>
</table>

(Amount of Grand total in Words: _________________________________________________________________)

We understand that the purchaser intends to award the contract to the lowest evaluated bidder. We will not claim any additional cost in respect of aforesaid equipment due to any price variations till the expiry of warranty period. We undertake, to complete the work / supply within the given time period in case we are declared lowest evaluated bidder.

Note: All applicable taxes at the time of payment will be deducted. Change in the rate of tax announced by the Govt. from time to time will be applicable for the purpose of deduction of tax.

Signature of bidder with official stamp

Dated: