

UNIVERSITY OF EDUCATION LAHORE



TENDER DOCUMENT FOR SUPPLY OF UPS AND ELECTRIC ITEMS

Tender No. UE/Tender/2015-16/16

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University of Education, Lahore

www.ue.edu.pk

Tender Notice

Sealed tenders/ bids are invited from the firms registered with Sales Tax and Income Tax Departments for following Tender on the basis of **Single Stage (One Envelope Procedure)** in terms of Rule No. **38 (1)** of the Punjab Procurement Rules 2014 (PPRA Rules 2014).

Tender No.	Tender Name	Qty	Closing Time and Date	Opening Time and Date
UE/16	Supply of UPS and Electric Items	Detail in Tender Document	27-05-2016 till 02:30 PM	27-05-2016 at 03:00 PM

- Tender Document will be immediately available after publishing this Tender Notice (Rule No. 25(1)).
- Tender Document can be obtained from the Purchase Section, University of Education, College Road Township, Lahore from 08.00 am to 4.00 pm from Monday to Friday by depositing the Tender Fee of **Rs.200** in the HBL, Township Branch, Barkat Chowk Lahore through challan form or through Pay Order in favor of Treasurer University of Education, Lahore. A copy of the Bidding Documents is available for information and can be downloaded from the websites www.ue.edu.pk and www.ppra.punjab.gov.pk. In case the bidding documents are downloaded from websites, the deposit receipt or pay order of cost of the bidding document must be attached along with the Technical Bid.
- The Bid Security / Earnest Money not exceeding 5% of estimated price in the form of "CDR i.e. Bank Draft, Pay Order etc." in favor of Treasurer, University of Education is required to be submitted with the Financial Bid, without which the offer shall be rejected being non-responsive. The detail of amount of Bid Security is given in the Tender Document.
- Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection.
- No supporting document will be accepted, at all, after opening of the Technical Bids.
- Bids received after due time and date or bids without Bid Security in shape of CDR or CDR less than required amount or Bid Security in shape of Cheque/ Cross Cheque shall be summarily rejected.

Secretary Purchase Committee
University of Education, College Road Township, Lahore
Ph. No.042-99262230



1. **INVITATION TO THE BID**

1.1. Bids/Tenders are invited, for **Supply of UPS and Electric Items**, from Sales Tax and Income Tax Registered firms.

2. **INSTRUCTIONS TO THE BIDDERS**

2.1. Procurement will be made under Punjab Procurement Rules (PPRA)2014.

2.2. It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.

2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bid Documents at the time of opening of Technical Bids and no request for submission of missing documents will be entertained after opening of the Technical Bids.

2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date and bids without Bid Security in shape of CDR or CDR less than required amount or Bid Security in shape of Cheque or Cross Cheque shall be rejected.

2.5. **Mode of Advertisement:**

As per Rule 12(1) the advertisement is being placed on the website of PPRA Punjab (www.ppra.punjab.gov.pk)

2.6. **Type of Open Competitive Bidding**

As per Rule No. 38(1), Single stage One envelope procedure shall be followed with details given below:



2.7. BID DATA SHEET (Information for the Bidders)

1	Procuring Agency	University of Education, College Road Township, Lahore
2	Tender Number	UE/Tender/2015-16/16
3	Name of Tender	SUPPLY OF UPS AND ELECTRIC ITEMS
4	Tender Document available place	Purchase Section, University of Education, College Road Township Lahore and on www.ppra.punjab.pk
5	Cost of Tender Document	Rs.200/- payable at HBL Township Branch through Challan Form <i>or</i> Pay Order in favor of the Treasurer University of Education, Lahore
7	Bid Security	Not exceeding 5% of Estimated Cost in shape of CDR i.e, Pay Order etc, in favor of "Treasurer University of Education, Lahore"
8	Performance Guarantee	5% of Contract Value after issuance of Letter of Acceptance
9	Tender Addressed to	Secretary Purchase Committee University of Education, Township, Lahore
6	Contact Number	Ph. 042-99262230, Fax:042-99262226
10	Due Date, Time and place of submission of Tender Document	27-05-2016 till 02:30 PM Diary Dispatch Section Room No. 117 New Admin Block University of Education, College Road, Township, Lahore
11	Date, Time and Place of Technical Bid Opening	27-05-2016 at 03:00 PM at Committee Room of University of Education
12	Date, Time and Place of the Financial Proposals	Shall be intimated subsequently to Technically Qualified firms



TERMS AND CONDITIONS OF THE TENDER

3. Definitions

- 3.1.** "Purchaser" means University of Education, Lahore
- 3.2.** "UE" means University of Education, Lahore
- 3.3.** "Bidder/Tenderer" means the Firm/Company/Supplier/Distributor that may provide or provides the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 3.4.** "Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.5.** "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
- 3.6.** "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 3.7.** "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.8.** "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.9.** "PPRA" means Punjab Procurement Regulatory Authority.



4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

- 4.1. has valid registration certificate for Income Tax and Sales Tax;
- 4.2. is an active Income Tax Payer;
- 4.3. conforms to the clause of “Responsiveness of Bid” given in this tender document;
- 4.4. has not been blacklisted.

5. EXAMINATION OF THE TENDER DOCUMENT

The bidder/Tenderer is expected to examine the Tender Document, including all terms and conditions.

6. AMENDMENT OF THE TENDER DOCUMENT

- 6.1. The Purchase Committee of University of Education, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 6.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
- 6.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

7. BID CURRENCY

Bidder should quote price in Pak Rupees only and payments shall also be made in Pakistan Rupees only.

8. VALIDITY PERIOD OF THE BID

- 8.1. Validity period of the bids shall be 90 days.
- 8.2. In exceptional circumstances, the Purchase Committee of University of Education may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.



9. **BID SECURITY**

- 9.1. Bidder will submit Bid Security drawn in the name of Treasurer University of Education not exceeding 5% of Estimated Price in shape of CDR. With details given below:

LOT#1

S#	Item Name	Amount of Bid Security (Rs)
1	UPS 2KVA	7,020
2	Batteries 165-180	7,020
3	UPS 3 KVA	1,650
4	Batteries 200 Amp	960
Total Amount of Bid Security (Rs)		17,430

LOT#2

S#	Item Name	Amount of Bid Security (Rs)
1	LED 32"	7,290.00
2	Deep Freezer 15 CFT	1,440.00
3	Micro Wave Oven 45 l	2,280.00
4	Refrigerator 3-4 CFT	1,620.00
Total Amount of Bid Security (Rs)		12,630

- 9.2. Cheque or Cross Cheque shall not be accepted at all.
- 9.3. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.
- 9.4. The Bid Security of Successful Bidder(s) may be converted as part of the Performance Guarantee for successful execution of the work.
- 9.5. Subject to the award of contract, the Bid Security in form of CDR shall be returned to successful bidder against submission of Performance Guarantee
- 9.6. If the Bid Security is found less than the required amount then the bid will be rejected irrespective of the rates and the stage of the bid process.
- 9.7. The Bid Security may be forfeited if a Bidder:
- Refuses to accept Letter of Acceptance of the Bid; or
 - Fails to furnish Performance Security.



10. **BID PREPARATION AND SUBMISSION**

- 10.1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.
- 10.2. The Bids/Tenders should be submitted in one package.
- 10.3. The Bidder should quote only one brand/model/make of each item.
- 10.4. The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.
- 10.5. The Bid is liable for rejection if Financial Proposal contains conditional offer.
- 10.6. The Bidder must quote rates of all the items in a lot/package and quoting the partial items in a lot/package is not allowed.

10.7. **Detail and Order of Documents to be furnished with the proposal**

The documents attached with the Technical Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order:

- 10.7.1. Covering letter **(Annexure-A)** duly signed and stamped by authorized representative.
- 10.7.2. Copy of Income Tax Registration Certificate
- 10.7.3. Copy of Sales Tax Registration Certificate.
- 10.7.4. Detailed specification of items.
- 10.7.5. Authorization Certificate of quoted brand (in case of UPS only).
- 10.7.6. At least one relevant Supply Orders/Contracts received in the last three years (for UPS only)
- 10.7.7. Affidavit/Undertaking Covering Letter on Stamp Paper **(Annexure-D)**.
- 10.7.8. Financial Proposal Form duly filled, signed and stamped by the Bidder Bid Security of amount mentioned in Tender Notice and Clause No. 9 of the Tender Document.



10.8. Sealing the Bid

- 10.8.1.** The Proposal shall be placed in an Envelope and sealed appropriately. The cover shall be marked as **“Proposal for SUPPLY OF UPS AND ELECTRIC ITEMS”** – Bid Ref.: due on The “ FROM ”address and “TO” address shall be written without fail otherwise the Technical Proposal is liable for rejection.

10.9. Mode of Submission of Bids

- 10.9.1.** The Bid should be addressed to “Secretary Purchase Committee, University of Education, College Road Township, Lahore” and dropped in the Tender Box placed at Section of University of Education, College Road Township, Lahore.
- 10.9.2.** The Bids received after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

11. MODIFICATION/WITHDRAWAL OF THE TENDER

- 11.1.** The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 11.2.** The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

12. BID OPENING

The bids will be opened by the Purchase Committee of University of Education on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened in the presence of the bidders who choose to be present. A maximum of two representatives for each bidder would be allowed to attend the Bid Opening.

12.1. Suppression of facts and misleading information

- 12.1.1.** During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after



selection of the Bidder, the Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.

12.1.2. It is the Bidder's responsibility to prove the Bidder's requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Purchase Committee failing which the Bid may be rejected.

13. PRELIMINARY EXAMINATION

13.1. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.

13.2. In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall 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 Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

14. DETERMINATION OF RESPONSIVENESS OF THE BID

14.1. The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

14.1.1. meets a eligibility criteria for the Bidder / the Goods / the Services;

14.1.2. meets all the mandatory requirements of the evaluation criteria.;

14.1.3. meets the Technical Specifications for the Goods / the Services;

14.1.4. meets the delivery period / point for the Goods / the Services;

14.1.5. is accompanied by the required Bid Security;

14.1.6. is otherwise complete and generally in order;



- 14.1.7.** Conforms to all terms and conditions of the Tender Document, without material deviation or reservation
- 14.1.8.** which offers one Brand/Model/Make for each item (which does not contain any option)
- 14.2.** A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.
- 14.3.** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.



15. **TECHNICAL EVALUATION CRITERIA**

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

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

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

Under PPRA Rules # 31, Technical Bids will be evaluated on the basis of following criteria and rates of only those bidders will be opened who have fulfilled the criteria:

Evaluation Criteria	Requirement
Sales Tax Registration	Mandatory
Income Tax Registration	Mandatory
Conformance to the required specification of items given in Schedule of Requirement	Mandatory
Authorization Certificate of quoted brand (for UPS only)	Mandatory
At least one relevant Supply Orders/Contracts received in the last three years (for UPS Only)	Mandatory
Affidavit /Bidder's Undertaking on stamp paper	Mandatory

The bidder must provide Verifiable documentary proof against all the mandatory requirement along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal.



16. REJECTION AND ACCEPTANCE OF THE TENDER/BID

- 16.1.** The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 16.2. The Tender / bid shall be rejected if:**
- 16.2.1.** It is substantially non-responsive; or
 - 16.2.2.** The bidder **does not meet any of the mandatory criteria mentioned** in Clause No. 15; or
 - 16.2.3.** It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 6; or
 - 16.2.4.** The bid is incomplete, partial, conditional, alternative, late; or
 - 16.2.5.** the Authorization Certificate could not be verified; or
 - 16.2.6.** the bidder does not attach Bid Security in Shape of CDR; or
 - 16.2.7.** the bid security is not attached or it is less than the required amount; or
 - 16.2.8.** the Bidder submits more than one Bids against one Tender; or
 - 16.2.9.** the Bidder tries to influence the Tender evaluation / Contract award; or
 - 16.2.10.** the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
 - 16.2.11.** there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
 - 16.2.12.** the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.



17. **CONTACTING THE PROCURING AGENCY**

- 17.1. No Bidder shall contact the Purchase Committee of University of Education on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 17.2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

18. **ANNOUNCEMENT OF EVALUATION REPORT**

The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract. The report shall be made available on PPRA website and all the bidders shall be informed of this.

19. **AWARD OF CONTRACT**

- 19.1. The Tender will be awarded to the Lowest Evaluated Bidder(s) (Item wise) who has been declared Technically Qualified.

20. **Letter of Acceptance (LOA)**

After acceptance of the Bids by the Purchase Committee, Letter of Acceptance (LOA) will be issued only to the Successful Bidder.

21. **PAYMENT OF PERFORMANCE GUARANTEE (PG)**

- 21.1. The Successful Bidder(s) will be required to remit the Performance Guarantee equivalent to **5%** of the value of the contract price. The PG should be paid by way of Cash Deposit Receipt (CDR) or Bank Guarantee drawn in favor of "Treasurer University of Education" as unconditional Guarantee, valid until satisfactory completion of the entire supply of goods as per contract / Supply Order.
- 21.2. The PG should be submitted within **ten days** of receipt Letter of Acceptance and before signing the contract, to the Purchase Committee.
- 21.3. The Performance Guarantee will be forfeited if the Successful Bidder withdraws the



Bid during the period of Bid validity specified in the Bid Documents or if the Bidder(s) fails to sign the contract.

22. REFUND OF BID SECURITY (BS)

The Bid Security (BS) of the Successful Bidder may be adjusted towards Performance Guarantee payable by the firm. If the successful Bidder(s) submits Performance Guarantee for the stipulated value in full by way of Cash Deposit Receipt (CDR) and/or Bank Guarantee, the BS will be refunded. The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder. The Bid Security of the successful bidder shall be released upon his request provided the bidder submits Ten Percent (10%) Performance Guarantee in the shape of CDR and/or Bank Guarantee.

23. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

- 23.1.** The Purchase Committee shall issue Supply Order or sign a Contract with the Successful bidder who has submitted the Performance Guarantee.
- 23.2.** The Successful Bidder will provide the stamp paper of .25% of total order value for issuance of Supply Order or Signing the Contract.

24. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

- 24.1.** Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.
- 24.2.** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 24.3.** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 24.4.** Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.



GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

25. DELIVERY OF ITEMS

- 25.1.** The Supplier will be responsible for **delivery and installation** of UPS and Electric Items at **UE Township Campus and UE Multan Campus** within **30 days** of receipt of the Supply Order or Signing the Contract.
- 25.2.** **Seven (7) UPS and 14 Batteries** will be delivered at **UE Multan Campus**.
- 25.3.** The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost.

26. LIQUIDATED DAMAGES

- 26.1.** When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.1% of the price of the delayed goods per day of delay, maximum up to 10% of the price of total value of the contract.
- 26.2.** The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill within the delivery period in order to avoid Late Delivery Charges.

27. INSPECTION AND TESTS

- 27.1.** The Inspection Committee of UE shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.
- 27.2.** The items which are required to be as per sample, the inspection of those items will be done by comparing the quality, workmanship, or weight of the quoted items with the available samples.
- 27.3.** After the inspection or test if the Purchase Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or



make all alterations necessary to meet the requirements of the specifications free of cost to University of Education.

28. RELEASE OF PERFORMANCE GUARANTEE (PG)

The Performance Guarantee will be refunded to the Successful Bidder(s) after one year of completion of delivery and installation of UPS and Electric Items (excluding batteries)

29. CONTRACT AMENDMENT

29.1. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.

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

30. TERMINATION FOR DEFAULT

The Purchase Committee of University of Education may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

30.1. the bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

30.2. the successful bidder fails to deliver goods and services as per its technical specifications offered in the bid

30.3. the successful bidder fails to perform any other obligation(s) under the Contract.

30.4. the bidder, in the judgment of the Purchase Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

31. MECHANISM FOR BLACKLISTMENT OF DEFAULTED BIDDER UNDER RULE 21 OF PUNJAB PROCUREMENT RULES 2014:

The following are the events which would lead to initiate (Rule 21 of PPRA Rules 2014) blacklisting/debarment process;

- Submission of false fabricated/ forged documents for procurement in tender.



- Not attaining required quality of work.
- Inordinate tardiness in accomplishment of assigned/agreed responsibilities /contractual obligations resulting loss to procuring agency/Government
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Involvement in any sort of tender fixing.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

31.1. PROCEDURE

- 31.1.1.** Competent authority of procuring agency may on information received from any resource direct issuance of show cause notice to a bidder or contractor of the Procuring Agency.
- 31.1.2.** The show cause notice shall contain precise allegation against the contractor and maximum period of debarring the contractor form participating in any public procurement of the Procuring Agency.
- 31.1.3.** The contractor will be given minimum of seven days to submit the written reply of the show cause notice.
- 31.1.4.** In case the contractor fails to submit written reply within the requisite time, the competent authority may direct to issue notice of personal hearing to the contractor/ authorize representative of the contractor and
competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
- 31.1.5.** In case the contractor submits written reply, competent authority decide to file the matter or direct issuance of a notice to the contractor for personal hearing.
- 31.1.6.** The contractor shall be given minimum of seven days for appearance before the competent authority of hearing in person.
- 31.1.7.** The competent authority shall decide the matter on the basis of available record and personal hearing of the contractor, if availed.
- 31.1.8.** The competent authority shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next



date and in such and eventuality, period of personal hearing shall be reckoned from the last date of personal hearing.

31.1.9. The order of competent authority shall be communicated to the contractor with a statement that the contractor may, with thirty days, file a representation against the order before the Managing Director Punjab Procurement Regulatory Authority.

31.1.10. An effort shall be made for electronic communication of the notices and other documents pursuant to this mechanism and manner of the blacklisting of the contractor.

NOTE: The decision for blacklistment shall be for period as the competent authority deems fit according to circumstances of the each case. The letter for debarring the agency/individual will be published on PPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the Procurement Rules 2014.

32. Force Majeure

Force Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.



33. TERMINATION FOR INSOLVENCY

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

34. ARBITRATION AND RESOLUTION OF DISPUTES

- 34.1.** The Procuring Agency 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.
- 34.2.** If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 34.3.** In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. [Full name & address of the arbitrator] or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties
- 34.4.** the Bidder, either indefinitely or for a stated period, for future tenders in public sector.

35. FORFEITURE OF PERFORMANCE SECURITY

- 35.1.** If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 35.2.** Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.



36. PAYMENT

36.1. 100% payment will be made by University of Education to the Successful Bidder after delivery and installation of goods and on receipt of the following documents:

- i. Bill
- ii. Delivery Challan
- iii. General Sales Tax Invoice
- iv. Inspection/Completion report

37. Warranty

37.1. Warranty of items shall be as per given in the Schedule of Requirement (Clause No. 38).

37.2. The Supplier shall confirm that the goods supplied under this contract are new and unused. The Supplier shall further warrant that all goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omission of the supplier that may arise under the normal use of the supplied goods in the conditions prevailing in the University.

37.3. The Purchase Committee shall notify the supplier in writing of any claim arising under the warranty. Upon receipt of such notice, the supplier shall repair or replace the defective goods or parts within **ten days**, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination and their installation.



38. SPECIFICATIONS AND SCHEDULE OF REQUIREMENT

LOT#1

UPS	Ratings: 2000 VA/1200 watt DC Voltage: 24 V Pure Sine Wave Charger Capacity : Around 10 Amp Protection: Battery Discharge, Overcharge, Overload Warranty: 1 Year Along with Connectors (Thimbles) and cable to connect UPS with batteries, Warranty: 1 Year	9	
Batteries	Type 165-180 amp (21 Plates)	18	
UPS	Ratings: 3000 VA/1800 watt DC Voltage: 24 V Pure Sine Wave Protection: Battery Discharge, Overcharge, Overload Warranty: 1 Year Along with Connectors (Thimbles) and cable to connect each UPS with batteries Warranty: 1 Year	1	
Batteries	Type 200 (23 Plates)	2	

LOT#2

Item Name	specification	Qty	
LED 32"	Brand: TCL, LG, Orient, Samsung, Sony or Equivalent Warranty: 02 Years of Unit and Panel	9	
Deep Freezer	Capacity: Around 400 liter Size: 15 CFT Double Door Warranty: 1 Year of Unit, 03 Year of Compressor Brand: Waves, Dawlance, Haier or Equivalent	1	
Micro Wave Oven	Capacity: 45 liter Touch System Warranty: 01 Year with parts and service Brand: HAIER, Orient or Equivalent	4	
Refrigerator	Size: 3-4 CFT Single Door Warranty: 1 Year of Unit, 03 Year of Compressor Brand: Waves, Dawlance, Haier or Equivalent	2	



Annexure- A Covering Letter

To

Secretary Purchase Committee

University of Education,

Lahore

Dear Sir,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We have attached the **Bid Form, Check List, Detailed Specifications** and the required **supporting documents** along with our Bid.

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory Name of Firm Address



Annexure- B Check List

SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

The Bidder must provide all the Supporting Documents, number all the pages of supporting documents, provide the page information and arrange the documents in the following order:

Envelope A: Enclosures of Technical Proposal		Attached YES/NO	Page#
1	Covering Letter		
2	Copy of Income Tax Registration Certificate		
3	Copy of Sales Tax Registration Certificate		
4	Affidavit/Undertaking on the Stamp Paper		
5	Specifications of quoted items on the Letter Head of the bidder		
6	Authorization Certificate of quoted brand of UPS		
7	One Supply Orders for supply of UPS		
8	The specified catalogues / brochures of items quoted by the bidder (if any)		
9	Financial Proposal Form duly filled, signed and stamped by the bidder		
10	Price Schedule Form duly filled, signed and stamped by the bidder		
11	Bid Security in shape of CDR		
12	Tender Document duly signed and stamped each page by the bidder must be attached at the end of the Technical Bid but numbering is not required for this document.		
Note: All the above documents and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.			
Total Number of pages attached with the Technical Bid		_____ Pages	



Annexure- C

BID FORM

A) Profile of the Bidder:

S#	Particulars	BIDDER
1	Name of the Company	
<u>2</u>	Year of Incorporation	
<u>3</u>	Registered Office	
	Address	
	Office Telephone Number	
	Fax Number	
<u>4</u>	Contact Person	
	Name of Authorized Representative	
	Personal Telephone Number	
	Email Address	
<u>5</u>	Registration Detail	
	NTN Registration Number	
	GST Registration Number	

B) Bid Security (Please do not mention amount of CDR)

S#	Particulars	Please Furnish Details
1	Name of the Bank	
2	CDR Number and Date	



Annexure- D AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: Tender No. UE/Tender/2015-16/16 published on PPRA on

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding supply of Items, warranty and services as required and are prescribed in the Tender Document.
2. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document
5. We undertake, if our Bid is accepted, to supply the items within the delivery period mentioned in the Tender Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We agree that the Purchase Committee of University of Education is not bound to accept the lowest or any of the bids received. We also agree that the Purchase Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under PPRA Rules 2014.
8. We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government in Pakistan.

[Name and Signatures of authorized Person along with stamp]



Annexure- E

Price Schedule

(Please attach this page along with Financial Bid or quote rates on the Letter Head of the Bidder)

Lot#1

S#	Item Name	Brand & Model	Qty	Unit Rate without GST	Amount of GST	Unit Rate with GST	Total Amount with GST (Unit Rate with GST x Qty)
1	UPS 2 KVA		9				
2	Batteries 165-180 Amp		18				
3	UPS 3 KVA		1				
4	Batteries 200 Amp		2				
Total Amount with GST(Rs)							



Lot#2

S#	Item Name	Brand & Model	Qty	Unit Rate without GST	Amount of GST	Unit Rate with GST	Total Amount with GST (Unit Rate with GST x Qty)
1	LED 32"		9				
2	Deep Freezer		1				
3	Micro Wave Oven		4				
4	Refrigerator 3-4		2				
Total Amount with GST(Rs)							

Note: Sales Tax will be charged in the light of SRO No. 896(1)/2013 dated 04-10-2013 and Clause No. 58 S & 58 T of Sales Tax Special Procedures Rules, 2007.



Annexure- F Contract Agreement Form

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[University of Education]* (hereinafter called “the University”) of the one part and *[name and address of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the University invited Tenders for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Rs. *[Contract Price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THEREFORE the parties hereby agree as follow:

- 1- The following documents attached shall be deemed to form and integral part of this Contract:
 - i- Tender/Bid Document
 - ii- Letter of Acceptance
 - iii- Performance Guarantee equal to 10% of Contract Price in shape of CDR or Bank Guarantee.
- 2- The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.
- 3- The mutual rights and obligations of the University and the Supplier will be preserved in light the of Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year written above.

For University of Education:

For the Supplier:

Signature

Print Name

Title



Annexure- G

Bank Guarantee Format for Performance Security

[This is the format for the Performance Security to be issued by a scheduled bank of Pakistan]

Contract No: Date:

To:

[Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Rs. *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the bank]

Signature

Seal