

Tender Document
Tender No. PAMCO/PRO/2022-23/0011

SUPPLY OF REFRIGERANT GASES

UNDER

FRAME WORK CONTRACT

FOR

Punjab Agriculture & Meat Company

IMPORTANT NOTE:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014:

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab if and when received.

1. INVITATION TO BID

1.1. COMPANY BACKGROUND:

Punjab Agriculture & Meat Company (PAMCO) is a non-profit organization established under Section 42 of the Companies Ordinance, 1984. PAMCO has established a state of the art abattoir at Lahore for the provision of Halal, healthy and hygienic meat to cater the local need and to export to the globe. PAMCO invites sealed tenders under PPRA rules for supply of mechanical material & Misc items.

1.2. MODE OF ADVERTISEMENT(S):

As per Rule 12(1), this Tender is being placed online at PPRA's website, as well as being advertised on company's website. The bidding document carrying all details can be downloaded from PAMCO's website www.pamco.gop.pk and from PPRA's website www.ppra.punjab.gov.pk for information only. All prospective bidders are required to submit Pay Order of **Rs: 2,000/-**, in accounts department of purchaser. The deposit slip must accompany respective bid; otherwise the bid will stand rejected.

1.3. TYPE OF OPEN COMPETITIVE BIDDING

As per Rule 38(1) of PPRA Rules **Single Stage – Single Envelope** Bidding Procedure shall be followed. Interested Parties should submit bid in single envelopes marked as Technical and Financial Proposal.

2. BIDDING DETAILS (INSTRUCTIONS TO BIDDERS):

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause "Bid Security" in favor of "**PUNJAB AGRICULTURE & MEAT COMPANY**". The complete bids as per required under this tender document, must be delivered into the Tender Box, placed at reception of **Punjab Agriculture & Meat Company** 18-Km Shahpur Kanjran Multan, Lahore, not later than **03:00 pm** on last date of submission of bids **i.e. 07th April 2023** late bids shall not be considered. Bids shall be publicly opened in the Conference room of **Punjab Agriculture & Meat Company**, 18-k.m Shahpur Kanjran, Lahore, at **03:30 pm** on **07th April 2023**. In case the last date of bid submission falls in /within the official holidays/ weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/Items must be received in writing to the Purchaser till **30th March, 2023**.

Any query received after said date may not be entertained. All queries shall be responded to within due time. PAMCO may host a Q&A session, if required, at PAMCO premises (18-K.m Multan Road, Shahpur Kanjran, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "**Determination of Responsiveness of Bid**" and "**Rejection/Acceptance of the Tender**" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract/Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Kashif Ghulam Muhammad
Manager Procurement
Email: Kasshiff@gmail.com
18-K.m Shahpur kanjran, Multan Road, Lahore

Secondary Contact

M Imran Khan
Manager Administration & HR
Email: Imran@pamco.gop.pk
18-K.m Shahpur kanjran, Multan Road, Lahore

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Secondary Contact and in writing (e-mail) only. In the case of an urgent situation where the Secondary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Primary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3. DEFINITIONS

- 3.1. In this document, unless there is anything repugnant in the subject or context:
- 3.2. "**AUTHORIZED REPRESENTATIVE**" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3. "**AVAILABILITY AND RELIABILITY**" means the probability that a component shall operationally ready to perform its function when called upon at any point in time.
- 3.4. "**CLIENT**" means the Project lead of technical / concerned wing of the Purchaser for whose' particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.5. "**BIDDER/TENDERER**" means the interested Firm/Company/Supplier/Distributors that may provide or provides the general order items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.6. "**COMMENCEMENT DATE OF THE CONTRACT**" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7. "**CONTRACT**" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.8. "**CONTRACTOR / VENDOR**" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.9. "**CONTRACT PRICE**" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10. "**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.
- 3.11. "**DEFECTS LIABILITY EXPIRY CERTIFICATE**" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.12. "**DAY**" means calendar day.
- 3.13. "**DEFECTS LIABILITY PERIOD**" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.

- 3.14. "FORCE MAJEURE"** means an event beyond the control of the Contractor and not involving the Contractor'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, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.15. "GOODS"** means general order supplies which the Contractor is required to supply to the Purchaser under the Contract.
- 3.16. "PERSON"** includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.17. "PRESCRIBED"** means prescribed in the Tender Document.
- 3.18. "PURCHASER"** means the Punjab Agriculture & Meat Company (PAMCO) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.19. "ORIGIN"** shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.
- 3.20. "SERVICES"** means after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.21. "TAKING-OVER CERTIFICATE"** means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.22. "ELIGIBLE"** is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

4. HEADINGS AND TITLES

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. NOTICE

- 5.1.** In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
- 5.1.1.** in writing;
 - 5.1.2.** issued within reasonable time;

5.1.3. served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. TENDER SCOPE

6.1. Punjab Agriculture & Meat Company (PAMCO), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for procurement of mechanical material & items for Punjab Agriculture & Meat Company.

6.2. The items will be delivered to Punjab Agriculture & Meat Company (PAMCO), Lahore. Detail requirements and specifications are attached at **Annex-A**.

6.3. Purchase Order(s) will be issued against the required demand as and when required during the contract period and invoices will be paid against actual quantities ordered by the Purchaser. Required Quantities may increase or decrease as per the demand of purchaser.

7. TENDER ELIGIBILITY/QUALIFICATION CRITERIA

7.1. Eligible Bidder/Tenderer is a Bidder/Tenderer who:

7.1.1. Must be registered with Tax Authorities as per prevailing tax rules (Only those firms / companies which are validly registered with Income & Sales Tax Departments);

7.1.2. Have a valid Registration National Tax Number (NTN) & Sales Tax Registration Number (STRN) and other statute requirement by government.

7.1.3. Have not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking is mandatory).

7.1.4. Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

8. TENDER COST:

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9. JOINT VENTURE/CONSORTIUM:

Joint Ventures/Consortiums are not eligible for the tender.

10. CLARIFICATION OF THE TENDER DOCUMENT:

The Tenderer may require further information or clarification of the Tender Document, within 08 (Eight) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

11. AMENDMENT OF THE TENDER DOCUMENT:

- 11.1.** The Purchaser may, 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).
- 11.2.** The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 11.3.** The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

12. PREPARATION / SUBMISSION OF TENDER:

- 12.1.** The Tenderer will submit their respective bids in a manner explained in this tender document.
- 12.2.** The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English.

12.3. The Bid shall consist of proposal in original dully signed stamp every page of document along with tender document provided by purchaser.

12.4. Proposal shall comprise the following:

12.4.1. Power of attorney, Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted and have not been blacklisted) and Affidavit (Integrity Pact) **(Annexure-F, G & H)**

12.4.2. Covering letter duly signed and stamped by authorized representative. **(Annexure-D)**

12.4.3. Undertaking and Evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials.

12.4.4. Details of Warranty and After-Sale Service (If Any)

12.4.5. Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

12.4.6. Valid Registration Certificate for NTN & STRN.

12.4.7. Power of Attorney, if an authorized representative is appointed **(Annexure-F)**

12.4.8. Price Schedule **(Annexure-C)**

12.4.9. Bid Security (Earnest Money), as per provisions of the clause Bid Security of this document.

12.5. The Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Original Tender for

Tender Name. [Name of Tender]

Tender No. _____

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

12.6. The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than **03:00 pm** on last date of submission of bids. No late bid shall be accepted.

12.7. This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

13. TENDER PRICE:

13.1. The quoted price shall be:

13.1.1. Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation/:

13.1.2. in Pak Rupees;

13.1.3. Inclusive of all taxes, duties, levies, insurance, freight, etc.;

13.1.4. Including all charges up to the delivery point at the Office of Punjab Agriculture & Meat Company (PAMCO).

13.2. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

13.3. Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

14. BID SECURITY (EARNEST MONEY):

14.1. The Tenderer shall furnish the Bid Security (Earnest Money) as under:

14.1.1. For a sum equivalent to **2%** of total estimated price i.e **Rs: 1,100,000/-** which is **Rs: 22,000/-**

14.1.2. Denominated in Pak Rupees;

14.1.3. in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser ("**PUNJAB AGRICULTURE & MEAT COMPANY**");

14.1.4. Have a minimum validity period of ninety (90) days from the last date for submission of the Tender.

14.2. The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

14.2.1. If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

14.2.2. If the Tenderer does not accept the corrections of his Total Tender Price; or

14.2.3. If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to deliver the required Goods/Items or fulfill the order placed within the stipulated time period.

14.3. The unsuccessful Tenderer will be returned the Bid Security only, after completion of technical & financial evaluation process. The Bid Security shall be returned to the successful Tenderer upon complete delivery of Goods/Items and issuance of satisfactory certificate by the concern team of the Purchaser.

15. TENDER VALIDITY:

The Tender shall have a minimum validity period of **03 Month** from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

16. MODIFICATION/WITHDRAWAL OF TENDER:

16.1. The Tenderer 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.

16.2. 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 Bid Security.

17. OPENING OF TENDER:

17.1. Tenders shall be opened at **03:30 pm** on the last date of submission of bids **i.e. 07th April 2023** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

17.2. The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

17.3. No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

18. CLARIFICATION OF THE TENDER:

Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

19. DETERMINATION OF RESPONSIVENESS OF THE BID (TENDER):

19.1. 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 Tender is one which:

19.1.1. meets the eligibility criteria given herein this tender document.

19.1.2. meets the Technical Specifications for the Goods/Items;

19.1.3. meets the delivery period / point for the Goods/Items;

19.1.4. in compliance with the rate and limit of liquidated damages;

19.1.5. is accompanied by the required Bid Security as part of bid envelope;

19.1.6. The original receipt of tender fee submitted, attached with bid envelope;

19.1.7. In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause No-12;

19.1.8. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

19.2. A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

19.3. 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.

20. CORRECTION OF ERRORS/AMENDMENT OF TENDER:

20.1. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

20.1.1. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

- 20.1.2.** If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 20.1.3.** If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 20.2.** The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 20.3.** Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 20.4.** No credit shall be given for offering delivery period earlier than the specified period.

21. TECHNICAL AND FINANCIAL EVALUATION CRITERIA:

- 21.1.** The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.
- 21.2.** The Bids which do not conform to the Technical Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of Goods/Items/Services will be rejected.
- 21.3.** The Eligible/Technically Qualified Bidders will be considered for further evaluation.
- 21.4.** Bidders have to submit sample of any article if required by the purchaser as mentioned in **(Annex-A)**

Note: Verifiable documentary proofs of all above requirements are mandatory.

Financial evaluation of Proposal will be conducted under the Punjab Procurement Rules, 2014. The bidders must comply with above mentioned mandatory requirements and must submit documentary proof for the same, otherwise their respective bid(s) shall not be considered even if the lowest in bid price. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Proposal.

21.5. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

21.5.1. In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

21.5.2. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

21.5.3. In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

21.6. The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

22. Rejection/Acceptance of the Bid

22.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule-35 of Punjab Procurement Rules, 2014).

22.2. The Tender shall be rejected if it is:

22.2.1. Substantially non-responsive in a manner prescribed in this tender document clause-20; or

22.2.2. submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

22.2.3. Incomplete, partial, conditional, alternative, late; or

22.2.4. The Tenderer refuses to accept the corrected Total Tender Price; or

22.2.5. The Tenderer has conflict of interest with the Purchaser; or

22.2.6. The Tenderer tries to influence the Tender evaluation / Contract award; or

22.2.7. The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

22.2.8. The Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (clause-6);

22.2.9. The Tenderer fails to meet the evaluation criteria requirements (clause-21);

22.2.10. The tenderer has been blacklisted by any public or private sector organization;

22.2.11. The tenderer has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government rules and regulations.

22.2.12. 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.

22.2.13. The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

22.2.14. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

23. Award Criteria

23.1. The eligible bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities as per PPRA Rules, 2014.

23.2. Purchase Order(s) to the successful/technically and financially eligible/lowest bidder will be issued against the required quantity (ies) when required during the contract period and invoices will be paid against actual quantities ordered by the Purchaser.

24. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

25. Redressal of grievances by the procuring agency

25.1. The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

25.2. Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

25.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

25.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

DRAFT

TERMS & CONDITIONS OF THE CONTRACT

**Contract Title:
SUPPLY OF REFRIGERANT GASES**

UNDER

FRAME WORK CONTRACT

[Name of Contractor]

Dated:

TABLE OF CONTENTS

- I. Agreement
- II. General Conditions of Contract
- 26. Contract
- 27. Contract Duration
- 28. Contract Documents and Information
- 29. Contract Language
- 30. Patent Right
- 31. Execution Schedule
- 32. Packing
- 33. Delivery
- 34. Installation and Implementation
- 35. Inspection and Testing
- 36. Taking-Over Certificate
- 37. Warranty
- 38. Ownership of Goods and Replaced Components
- 39. Defects Liability Expiry Certificate
- 40. Payment
- 41. Price
- 42. Contract Amendment
- 43. Assignment / Subcontract
- 44. Extensions in time for performance of obligations under the Contract
- 45. Liquidated Damages
- 46. Performance Security
- 47. Blacklisting
- 48. Termination for Default
- 49. Termination for Insolvency
- 50. Termination for Convenience
- 51. Force Majeure
- 52. Dispute Resolution
- 53. Statutes and Regulations
- 54. Taxes and Duties
- 55. Contract Cost
- 56. The Client
- 57. Authorized Representative
- 58. Waiver
- 59. Special Stipulations

Contract Agreement

This contract agreement (this "Contract") made as of the [day] of [month], [year], between Punjab Agriculture & Meat Company (the "Purchaser"), on the one part,

And

[Full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor."

RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Services and to remedy defects therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services and provision of the Services and remedying of defects therein.
3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder's Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations

- e. The Technical Specifications
- f. Tender Form
- g. Price Schedule
- h. Affidavit(s)
- i. Authorized Dealership / Agency Certificate (If Any)
- j. Performance Security
- k. Service Level Agreement (SLA) (if required)
- l. Non-Disclosure Agreement (if required)
- M. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For **Punjab Agriculture & Meat Company:**

For [full legal name of the Contractor]:

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Address _____

Address _____

II. General Conditions of Draft Contract

26. Contract:

The Purchaser shall, after issuance of LOA, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

27. Contract Duration:

The Contract duration is for the period of **03 Months** starting from the date of issuance of Letter of Acceptance and extendable based on provisioning of satisfactory services / goods by the Contractor, needs, and requirements and approved budgetary provisions of the Purchaser.

28. Contract Documents and Information:

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

29. Contract Language:

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

30. Patent Right:

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/items or Service or any part thereof.

31. Execution Schedule:

The Contractor shall deliver Goods/items within seven (07) days from the issuance of intimation letter(s) by the Purchaser during the period of contract, subsequent to the issuance of Letter of Acceptance.

32. Packing:

The Contractor shall provide such packing of the Goods/Items/ as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

33. Delivery:

The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable Goods/Items with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods/Item at various Government Offices in Punjab, as specified by the Purchaser at the time of delivery.

33.1. The Goods/Items shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.

33.2. The Contractor shall ensure that the Goods shall be delivered complete. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

34. Installation and Implementation

34.1. The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.

34.2. The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.

34.3. The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.

- 34.4.** The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.
- 34.5.** The Contractor shall configure the system for high availability and reliability, of all hardware and software.
- 34.6.** The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.

35. Inspection and Testing

- 35.1.** The Client shall inspect and test the Goods supplied, and the Services, under the Contract, to verify their conformity to the Technical Specifications.
- 35.2.** The inspections and tests shall be conducted at the premises of the Contractor / at the final destination. Where conducted at the premises of the Contractor, the Contractor shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the Purchaser.
- 35.3.** The Purchaser may reject the Goods and the Services if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.
- 35.4.** The Purchaser's 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.
- 35.5.** Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

36. Taking-Over Certificate

- 36.1.** The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.
- 36.2.** The Client shall, within seven days of receipt of Contractor's application, either issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons

and specifying the services required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

36.3. Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

37. Warranty

37.1. The Contractor shall warrant to the Purchaser that the Goods supplied by the Contractor, under the Contract are genuine, brand new, non-refurbished, unaltered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

37.2. The Contractor shall further warrant that the Goods / Items supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods / Items.

37.3. The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranty, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.

37.4. The Contractor shall provide Manufacturer's warranty for minimum Three (03) Month (if any) (hereinafter referred as Warranty Period) after the issue of Taking-over Certificate in respect of Item, as the case may be, which will include:

37.4.1. Free, on site repair / replacement of defective / damaged parts and labor, within 48 hours of intimation in Lahore and 72 hours outside Lahore or if extended time acceptable to purchaser;

37.4.2. On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 48 hours in Lahore and 72 hours outside Lahore or if extended time acceptable to purchaser.

37.5. The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site (If any).

37.6. The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.

37.7. The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.

37.8. The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, and the Services provided, under the Contract.

38. Ownership of Goods and Replaced Components:

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

39. Defects Liability Expiry Certificate:

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.

40. Payment

- 40.1.** The Contractor shall provide all necessary supporting documents along with invoice.
- 40.2.** The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Items supplied and the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 40.3.** The Purchaser shall get verified the details of Goods/Items delivered against the invoice from the Concerned Team of PAMCO and Payment shall be made on complete delivery of Goods/Items after issuance of satisfactory certificate by concerned team, as per details given in relevant Letter of Acceptance.
- 40.4.** The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods supplied and the Services provided as per, to the Contractor, as per Government policy, in Pak Rupees, through cross cheque.
- 40.5.** Contractor shall provide their information as given format of purchaser for payment which includes bank A/C No: Bank Name: and others.
- 40.6.** All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

41. Price:

The Contractor shall not charge prices for the Goods/Items, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

42. Contract Amendment

- 42.1.** The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 42.2.** The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 42.3.** The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 42.4.** No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

43. Assignment / Subcontract:

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

44. Extensions in time for performance of obligations under the Contract:

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

45. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods/ Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the

purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

46. Performance Security

46.1. The successful Tenderer shall furnish Performance Security as under:

- 46.1.1.** within Ten **(10)** working days of the receipt of the Acceptance Letter from the Purchaser;
- 46.1.2.** In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in form of CDR/Pay order/Demand Draft.
- 46.1.3.** Denominated in Pak Rupees;
- 46.1.4.** Have a minimum validity period of **Three** months from the date of Award Notification or until the date of expiry of yearly support period.
- 46.1.5.** The successful tenderer shall submit a performance security in form of pay order/CDR/demand draft of **4% of the contract value (Quoted Amount)**.
- 46.1.6.** The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
 - 46.1.6.1.** If the Contractor commits a default under the Contract;
 - 46.1.6.2.** If the Contractor fails to fulfill any of the obligations under the Contract
 - 46.1.6.3.** If the Contractor violates any of the terms and conditions of the Contract.
- 46.1.7.** The Performance Security shall be returned to the Contractor within 30 working days after ending of the agreement.

47. Blacklisting

47.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of PPRA rules and PAMCO Procurement Regulations and Guidelines.

48. Termination for Default

48.1. 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, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

48.2. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

49. Termination for Insolvency:

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

50. Termination for Convenience

50.1. The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

50.2. The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

50.3. To have any portion thereof completed and delivered; and/or

50.4. To cancel the remainder and pay to the Contractor an agreed amount for partially completed Services and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

51. Force Majeure

- 51.1.** For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- 51.2.** The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.
- 51.3.** If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 51.4.** Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.
- 51.5.** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

52. Dispute Resolution

- 52.1.** The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.
- 52.2.** If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

53. Statutes and Regulations

- 53.1.** The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.
- 53.2.** The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 53.3.** The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

54. Taxes and Duties

- 54.1.** The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.
- 54.2.** Purchaser shall deduct sales tax and income tax at the applicable rates by the concerned authorities.

55. Contract Cost

55.1. The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

56. The Client

56.1. The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

56.2. The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

56.3. The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

57. Authorized Representative

57.1. The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

57.2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

57.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

57.4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

58. Waiver:

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

59. SPECIAL STIPULATIONS:

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security on estimated amount (earnest Money) as under: In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum equivalent to 2% of total estimated price i.e. Rs: 1,100,000/-, total amounting is Rs: 22,000/- by the purchaser; denominated in Pak Rupees; Have a minimum validity period of ninety days from the last date for submission of The Tender.
Performance Security	The Contractor shall furnish the performance security in the form of bank guarantee/Demand Draft/Pay order/CDR in the name of the purchaser; for a sum equivalent to 4% of the total bid price within 10 working days after receiving the acceptance letter; Have a minimum validity period of six months from the date of acceptance letter.
Delivery Period	The Contractor shall deliver ordered item(s), within seven (07) days from the date of issuance of purchase order(s) by the Purchaser, during the period of contract, subsequent to the issuance of Letter of Acceptance.
Liquidated damages for failure / delay in supply of Goods / Items by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @ 0.25% of the total Contract Price which is Attributable to such part of the Goods / Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

ANNEXURE-A (Must be filled on Letter Head with sign & stamp)**TECHNICAL SPECIFICATIONS – MECHANICAL MATERIAL & MISC ITEMS**

Sr. No.	Description/Brand	Specification	Units	Required Qty.
1	Refrigerant Gas R 404 A	Genetron Honeywell USA or equivalent 10.9 kg/Cylinder (Product Should be USA Made)	Nos	30

ANNEXURE-B (Must be filled on Letter Head with sign & stamp)

PROPOSAL SUBMISSION FORM

[Location, Date]

To _ (Name and address of Client / Purchaser) _

Dear Sir,

We, the undersigned, offer to provide the _ (Insert title of assignment) _ in accordance with your Request for Proposal No. _____ dated _ (insert date) _. Our attached Proposal is for the sum of _ (insert amount in words and figures) _. This amount is inclusive of all taxes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

ANNEXURE-C (Must be filled on Letter Head with sign & stamp)**PRICE SCHEDULE/ FINANCIAL COST SHEET**

Name of Bidder/Tenderer: _____

National Tax Number (NTN): _____

Sales Tax Number: _____

SUBJECT: PRICE SCHEDULE/FINANCIAL COST SHEET

Sr. No	Item name	Specification/Brand	UOM	Tentative Qty.	Unit Rate Excl. Sales Tax	Per Unit Appl. Sales Tax (Rs)	Unit Rate Incl. Sales Tax (Rs)	Total Incl. Sales Tax (Rs)
				A	B	C	D = B+C	E = A * D
1	Refrigerant Gas R 404 A	Genetron Honeywell USA or equivalent 10.9 kg/Cylinder (Product Should be USA Made)	Nos	20			-	-
Grand Total								-

Note: price schedule/financial cost sheet shall be considered inclusive of all taxes.

Name & Signature of Authorized Signatory

Official Stamp

ANNEXURE-D (Must be filled on Letter Head with sign & stamp)
FORMAT FOR COVERING LETTER

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a. Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c. We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d. We agree to execute a contract in the form to be communicated by the _ (insert name of the Purchaser)_ , incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures

Official Seal

ANNEXURE-E (Must be filled on Letter Head with sign & stamp)

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a. To be executed by an authorized representative of the bidder.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

ANNEXURE-F (Must be filled on On Non-Judicial Stamp Paper of Rs. 100/- value if required)

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of Rs. 100/- value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-G (Must be filled on On Non-Judicial Stamp Paper of Rs. 100/- value)

UNDERTAKING

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. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents. Furthermore, we hereby confirm and declare that we, M/s -----
-----, are not blacklisted/ de-registered/ debarred by any Government department/ Public Sector/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-I (Must be filled on Letter Head with sign & stamp)

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No. _____, hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him. Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 20 ____.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____