

**STANDARD BIDDING DOCUMENT
FOR PROCUREMENT OF FURNITURE &
FIXTURES
(YEAR 2022– 23)**



اداره برائے تربیت پبلک پراسیکیوٹرز

GOVERNMENT OF THE PUNJAB
Center for Professional Development of Public Prosecutors

*Government of the Punjab,
Center for Professional Development of Public Prosecutors*

Table of Contents

| | | |
|-----|--|-----------|
| 1. | Invitation to Bid | 3 |
| 2. | Bidding Details (Instructions to Bidders) | 3 |
| | TERMS AND CONDITIONS OF THE BID | 5 |
| 3. | Definitions..... | 5 |
| 4. | Headings and Titles..... | 6 |
| 5. | Notice..... | 6 |
| 6. | Tender Scope | 6 |
| 7. | Tender Eligibility/Qualification Criteria..... | 6 |
| 8. | Tender Cost..... | 7 |
| 9. | Joint Venture..... | 7 |
| 10. | Examination of the Tender Document | 7 |
| 11. | Clarification of the Tender Document | 7 |
| 12. | Amendment of the Tender Document..... | 7 |
| 13. | Preparation / Submission of Tender..... | 7 |
| 14. | Tender Price | 9 |
| 15. | Bid Security | 9 |
| 16. | Tender Validity | 10 |
| 17. | Modification / Withdrawal of the Tender | 10 |
| 18. | Opening of the Tender | 10 |
| 19. | Clarification of the Tender..... | 10 |
| 20. | Determination of Responsiveness of the Bid (Tender)..... | 11 |
| 21. | Correction of errors / Amendment of Tender | 11 |
| 22. | TECHNICAL EVALUATION CRITERIA | 11 |
| 23. | FINANCIAL PROPOSAL EVALUATION..... | 12 |
| 24. | Rejection / Acceptance of the Bid | 13 |
| 25. | Award Criteria | 14 |
| 26. | Acceptance Letter | 14 |
| 27. | Performance Security..... | 14 |
| 30 | Redressal of grievances by the procuring agency | 15 |
| | ANNEXURE-A..... | 16 |
| | ANNEXURE-B..... | 17 |
| | ANNEXURE-C..... | 18 |
| | ANNEXURE-D..... | 19 |
| | ANNEXURE-E..... | 20 |
| | ANNEXURE-H | 23 |
| | ANNEXURE-J..... | 25 |
| | ANNEXURE-K | 26 |

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 certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidence 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 received during the completion of the project.

1. Invitation to Bid**1.1 PPRA Rules to be followed.**

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website <http://ppra.punjab.gov.pk>. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1), this Tender is being placed online at PPRA's website, as the value of the tender is less than two million. The bidding document carrying all details can be downloaded from PPRA's website www.ppra.punjab.gov.pk for information only. All prospective bidders can obtain the bidding document from the office of Director, CPD after depositing the amount of **Rs. 1000/-** in the form of CDR etc., in favor of Director, CPD. The deposit slip must accompany respective bid; else wise the bid will stand rejected.

1.3 Type of Open Competitive Bidding

As per Rule 38(2) (a), Single Stage – Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals.
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal".
- (iii) in the first instance, the "Technical Proposal" shall be opened, and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency.
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not confirm to the specified requirements.
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted.
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically qualified bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period.
- (vii) The financial bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (viii) The lowest evaluated bidder shall be awarded the contract.
- (ix) The bids shall be evaluated on accumulative cost basis.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security, as per provisions of this tender document clause "Bid Security" of this document in favor of "**Director, Center for Professional Development of Public Prosecutors**". The bids along with the Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box, placed in the office of the **Director, Center for Professional Development of**

Public Prosecutors 17-A Shah Jamal Lahore on or before 11:00 AM on **26thApril 2023**. The Technical bids shall be publicly opened in the same office at 01:00 PM on **26thApril 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.

The bidder shall submit bids 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 imperative for each Bidder to familiarize itself/ themselves with the prevailing socio-economic, political, and legal situation for the execution of contract. Purchaser shall not entertain any request for clarification from the Bidder regarding such aspects of submission of the Bid.

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 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.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost i.e., Fixation, operationalization, installation charges and delivery services and after sale services except arising from increase in quantity by the purchaser 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 purchaser reserves the right of inspection of supplied items at any place, bidder premises or at the desired / specified place.

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

Primary Contact

Director, CPD

Center for Professional Development of Public Prosecutors

cpd4ppd@gmail.com

17-A Shah Jamal, Lahore.

Secondary Contact

Deputy Director

04299332194

cpd4ppd@punjab.gov.pk

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 Primary Contact and in writing 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.

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 BID

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 Purchaser or the Contractor.
- 3.3 **“Availability and Reliability”** means the probability that supplies shall be operationally ready to perform its function when called upon at any point in time.
- 3.4 **“Bidder/Tenderer”** means the interested Firm/Company/Supplier/Distributors/ individual / AOP that may provide or provides the FURNITURE and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.5 **“Commencement Date of the Contract”** means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.6 **“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.
- 3.7 **“Contractor / Vendor”** means the Bidder whose Bid has been accepted and awarded Letter of Acceptance for a specific item followed by the Contract signed by the Purchaser.
- 3.8 **“Contract Price”** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.9 **“Defects Liability Expiry Certificate”** means the certificate to be issued by the purchaser to the Contractor, in accordance with the Contract.
- 3.10 **“Day”** means calendar day.
- 3.11 **“Defects Liability Period”** means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.
- 3.12 **“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.
- 3.13 **“Goods”** means FURNITURE & FIXTURES which the Contractor is required to supply to the Purchaser under the Contract.
- 3.14 **“Person”** includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.15 **“Prescribed”** means prescribed in the Tender Document.
- 3.16 **“Purchaser”** means the Center for Professional Development of Public Prosecutors 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.
- 3.17 **“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.
- 3.18 **“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.
- 3.19 **“Works”** means work to be done by the Contractor under the Contract.
- 3.20 **“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 and the Purchaser, 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 Director, Center for Professional Development of Public Prosecutors, (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for supply of FURNITURE & FIXTURES (Hereinafter referred to as “the Goods”) and for installation, configuration, deployment, commissioning, testing, after-sale support, of said Goods (hereinafter referred to as “the Services”).

7. Tender Eligibility/Qualification Criteria

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

7.1.1 Has a registered/incorporated company/firm in Pakistan with relevant business experience of last TWO (2) years as on.

7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

7.1.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN).

7.1.4 Must be experienced in sales or supply business in concerned field such as

(1) FURNITURE & FIXTURES

7.1.5 Has not been blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required (**Submission of undertaking on legal stamp paper is mandatory**), failing which will cause rejection of the bid;

7.1.6 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment. (if applicable)

7.1.7 Is provider of authorized services or authorized dealer / agent of original manufacturer of Goods or provider of Services. (if applicable)

7.1.8 Confirms to the clause of “Responsiveness of Bid” given herein this tender document.

7.1.9 Goods and Services can only be supplied / sources / routed from “origin” in “eligible” member countries.

a. “**Eligible**” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

b. “**Origin**” shall be considered to be the place where the Goods are actually produced or from which the actually Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement.

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

Joint venture or partnership firms are not eligible for this tender.

10. Examination of the Tender Document

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

11. Clarification of the Tender Document

The Bidder may require further information or clarification of the Bid Document, within **03 (Three) calendar days** of issuance of tender in writing. The clarification and its reply 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. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their queries through the Secondary Contact.

12. Amendment of the Tender Document

12.1 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 this standard bidding Document under PPRA Rules, on any account, for any reason. All amendment(s) shall be part of this standard bidding Document and binding on the Bidder(s).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

12.3 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-A No amendment will be permissible in the bid by the bidder /tenderer after its submission.

13. Preparation / Submission of Tender

13.1 The bidders are required to submit bids item wise.

13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English or Urdu. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.

13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal.

13.5 Technical Proposal shall comprise the following, **without quoting the price**. Quoting of price in technical bid shall be rejected.

13.6 Copy of the bid security must be attached with the technical proposal.

13.7 Technical Proposal Form (Annexure-B) shall comprise the following;

13.7.1 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) **(Annexure-G&H)**

13.7.2 All Bid Documents duly signed and stamped by authorized representative. **(Annexure-E)**

13.7.3 Authorized Certificate / document from the principal / manufacturer if applicable.

13.7.4 Evidence of eligibility of the Tenderer and the Goods criteria in case applicable.

- 13.7.5 Certificate of conformity of the Goods / Services to the Tender Document
- 13.7.6 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
- 13.7.7 Technical Brochures / Literature
- 13.7.8 Details of Warranty and After-Sale Service at Lahore and other cities in all over the Punjab.
- 13.7.9 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required
- 13.7.10 The Contractor's financial capacity to mobilize and sustain the Supply of goods is imperative. In the Proposal, the Bidder is required to provide information about its financial status. This requirement can be met by submission of income tax return for the last **Two (02) years**.
- 13.7.11 The statement must be signed by the authorized representative of the Bidder
- 13.7.12 Financial Capacity as per **Annexure-K**.
- 13.7.13 Valid Registration Certificate for Income Tax & Sales Tax & PRA.
- 13.7.14 Income Tax & Sales Tax Returns for the **last two (2) tax years**
- 13.7.15 Authority letter if an authorized representative is appointed (**Annexure-F**)

13.8 The Financial Proposal shall comprise the following:

- 13.8.1 Financial Proposal Form (**Annexure-C**)
- 13.8.2 Quoted Price detail list (**Annexure-D**)
- 13.8.3 Bid Security, **as per provisions of the clause Bid Security of this document (Annexure- I)**
- 13.9 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for
 Tender Name. []
 Tender No. []

[Name of the Tenderer]
 [Address of the Tenderer]
 [Phone No. of the Tenderer]

- 13.10 The Tenderer shall follow the same process for the Financial Bid / Tender.
- 13.11 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for
Tender Name.
Tender No
Strictly Confidential

[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

- 13.12 The Tenderer may enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.13 The Tender shall be dropped in the prescribed Tender Box placed in the Purchaser's office, during office hours, up to due date and time.
- 13.14 This is made obligatory to affix authorized signatures with official stamp on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

14. Tender Price

- 14.1 The quoted price shall be:
- 14.1.1 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 14.1.2 In Pak Rupees.
- 14.1.3 Inclusive of all taxes, duties, levies, insurance, freight, etc. including 17% GST if applicable.
- 14.1.4 Including all charges up to the delivery point as provided by procuring agency.
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.

15. Bid Security

- 15.1 The Tenderer shall furnish the Bid Security as under:
- 15.1.1 As per tentative assessments Bid Security, against Total **Tender Estimated Price (which is 5% as per PPRA Rules)** mentioned against item / category in price schedule in the form of Demand Draft / Pay Order / Call Deposit Receipt (CDR) / bank guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document.

| Sr # | Items | Bid Security |
|------|---------------------------------|-----------------|
| 1. | FURNITURE & FIXTURES | =50000/- |

- 15.1.2 Denominated in Pak Rupees.
- 15.1.3 **As part of financial bid envelope**, failing which will cause rejection of bid.
- 15.1.4 Have a minimum validity period of Ninety **(90) days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all the following conditions:
 - 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 15.2.3 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 furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16. Tender Validity

The Tender shall have a minimum validity period of Ninety **(90) days** 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.

17. Modification / Withdrawal of the Tender

- 17.1 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.
- 17.2 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.

18. Opening of the Tender

- 18.1 Tenders (Technical Bids) shall be opened at 01:00 PM on the last date of submission of bids i.e., **26th April 2023** in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation. 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.
- 18.2 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.
- 18.3 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. Non-compliance will cause the rejection of respective bidder.

19. Clarification of the Tender

The 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 and technical aspects discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.

20. Determination of Responsiveness of the Bid (Tender)

- 20.1 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:
- 20.1.1 meets the eligibility criteria given herein this tender document/ the Goods ;
 - 20.1.2 meets the Technical Specifications for the Goods against each item;
 - 20.1.3 meets the delivery period / point for the Goods against each item;
 - 20.1.4 in compliance with the rate and limit of liquidated damages;
 - 20.1.5 offers fixed price quotations for the Goods against each item;
 - 20.1.6 Is accompanied by the required Bid Security as part of financial bid envelope.
 - 20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope.
 - 20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
 - 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 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 Tenderer's obligations under the Contract.
- 20.3 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.

21. Correction of errors / Amendment of Tender

- 21.1 The Tender shall be checked for any arithmetic errors and technical aspects which shall be rectified, as follows:
- 21.1.1 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.
 - 21.1.2 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.
 - 21.1.3 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.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the **55% pass marks** limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned. All bidders scoring greater than or equal to **55%** of the marks will be accepted in technical proposal, and their financial bids will be opened.

- 22.1** The Technical proposals for **FURNITURE & FIXTURES** shall be evaluated by the technical evaluation committee in the light of following evaluation criteria against each item:

| Category | Description | Points | |
|---|--|----------------------|--------------------------------|
| Legal (Mandatory) | Registration/Incorporation of Company/Firm under the laws of Pakistan | Mandatory | |
| | Valid Income Tax Registration | Mandatory | |
| | Valid General Sales Tax Registration (Status = Active with FBR) & PRA | Mandatory | |
| | Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required on non-judicial stamp paper worth of Rs.100/-. | Mandatory | |
| | Compliance to the technical specifications of goods (all items) to be procured mentioned vide (Annexure-A) of this document | Mandatory | |
| | In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must) | Mandatory | |
| | Authorized Dealer Certificate if applicable | Mandatory | |
| Financial Strength/ Experience | Income Tax Returns | 2 years | 25 Points for each year |
| | Tenders of Similar Nature | 4-5 Lakh | 20 Points |
| | | Above 6 -10 Lakh | 30 Points |
| | | Above 11-15 Lakh | 40 Points |
| | | Above 16 Lakh | 50 Points |
| | Annual audited reports of last One (1) year (if applicable) | 1-5 Lakh | 20 Points |
| | | Above 6 -10 Lakh | 30 Points |
| | | Above 11-15 Lakh | 40 Points |
| Above 16 Lakh | | 50 Points | |

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

23. FINANCIAL PROPOSAL EVALUATION

23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each item shall be allowed to take part in the Financial Proposal(s) opening against their relevant item(s).

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes, expenses, 17% GST if applicable 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.

- 23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
 - 23.2.2 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.;
 - 23.2.3 In evaluation of the price of articles/goods 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 etc.
 - 23.2.4 Delivery Expenditures should be included in offered rates as per delivery schedule provided by the purchaser at Lahore or any other city of the Punjab.
- 23.3 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.

24. Rejection / Acceptance of the Bid

- 24.1 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.** The Purchaser may cancel/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).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
 - 24.2.2 submitted in other than prescribed forms, annexures, schedules, charts, drawings, documents / by other than specified mode; or
 - 24.2.3 incomplete, un-sealed, un-signed, partial, conditional, alternative, late; or
 - 24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting if not attested; or
 - 24.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 24.2.6 the Tenderer has conflict of interest with the Purchaser; or
 - 24.2.7 the Tenderer tries to influence the Tender evaluation Committee/ Contract award; or
 - 24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
 - 24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
 - 24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
 - 24.2.11 the tenderer has been blacklisted by any public or private sector organization;
 - 24.2.12 The tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

- 24.2.13 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.
- 24.2.14 The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

25. Award Criteria

- 25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 of Tender Eligibility of this tender document fulfilling the qualification and technical evaluation criteria against each item will stand technically qualified.
- 25.2. At second step, technically qualified and successful 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 cordial formalities against each lot , irrespective of their score in the previous step.

26. 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 07 days of announcement of bid evaluation reports** 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 against each item.

27. Performance Security

- 27.1 The successful Tenderer/The Contractor against successful bid shall furnish Performance Security as under:
- 27.1.1 within **Four (04) days** of the receipt of the Acceptance Letter from the Purchaser;
- 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
- 27.1.3 for a sum equivalent to **10% of the contract value**;
- 27.1.4 denominated in Pak Rupees;
- 27.1.5 Have a minimum validity period until the date of expiry of warranty period i.e. **01 Year** support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- 27.2.1 If the Contractor commits a default under the Contract;
- 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
- 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, P.O, DD, CDR as required, shall be deducted from the amount payable to the Contractor.

28. Schedule of Delivery

- 28.1 The delivery period shall be **Thirty (30) days** for FURNITURE & FIXTURES from the date of issuance of Supply / Purchase Order (without penalty). The bidder would bear transportation, installation, and service charges. The delivery period may be extended by the Procuring Agency if necessary.
- 28.2 However, in special cases, delivery period can be fixed shorter or higher than the above-mentioned schedule of requirement as deem appropriate by the Procuring Agency.

28.3 In case of late delivery of goods beyond the periods specified in the supply order, penalty @ 0.25% per day of the total cost of the delayed items which shall not exceed 50 % of total contract money late delivered supply shall be imposed upon the Supplier.

28.4 In case of late delivery, the delivery period will be started from the date of issuance of Purchase/ supply order to the supplier.

Award of Contract

29. Acceptance of Bid and Award criteria

29.1 The Bidder with successfully technically evaluated and lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity.

29.2 The Procuring Agency reserves the right at the time of Contract award to increase or decrease the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

29.3 Notification of Award

29.3.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter or through personal receiving by the bidder representative that its bid has been accepted.

29.3.2 The notification of Award shall constitute the formation of the Contract.

29.4 Signing of Contract

29.4.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract form provided in the bidding documents and contract will be signed on stamp paper provided by the bidder @ 0.25% of the total value of the contract.

30 Redressal of grievances by the procuring agency

30.1 The procuring agency has already 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. Members of the Grievance Redressal Committee are as under.

| | |
|---|--------------------------------------|
| Mr. Abu Bakar Nauman, Deputy Director, CPD | Chairman |
| Technical Expert from Public Sector | Member |
| Mr. Muhammad Kashif Nazir, DDPP/ SLO-II, CPD | Member/Secretary of the Committee |

30.2 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 **Ten days** after the announcement of the bid evaluation report.

30.3 The committee shall investigate and decide upon the complaint within Seven days of the receipt of the complaint.

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

30.5 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

ANNEXURE-A

| Sr. No. | Items/Description | Qty |
|----------------|--|------------|
| | <p>Living Chair Overall Size: W: 610mm, D:560mm, H:940mm Structure made of solid seasoned acacia/shisham wood or equivalent having moisture content 8% to 12%. Complete carpentry construction with tenon/mortise joint properly glued. with white glue and tighten with wooden screw wherever required. Seat & back properly woven with rubber webbing covered with first quality foam. 4" foam on seat & 3" foam on back, Cushioned with high quality fabric. Section of footing legs must be 50mm dia. All visible wooden parts finished with Nitrocellulose Lacquer.</p> | 12 |
| 2 | <p>Dining Chair Seat Size: 460mm x 460mm Back Height: 1070 mm Structure made of solid seasoned acacia/shisham wood or equivalent having moisture content 8% to 12%. Complete carpentry construction with tenon/mortise joint properly glued. with white glue and tighten with wooden screw wherever required. Seat properly woven. with rubber webbing covered with first quality foam. 2" foam on seat Cushioned with high quality fabric/leatherette. Back made of solid seasoned wood and legs style must be Victorian. All visible wooden parts finished with Nitrocellulose Lacquer.</p> | 32 |
| 3 | <p>Dining Table Overall Size: L: 2400mm, W:1200mm, H:760mm Top thickness: 32 mm Structure made of solid seasoned acacia/shisham wood or equivalent having moisture content 8% to 12%. Complete carpentry construction with tenon/mortise joint properly glued. with white glue. Top made of high-density medium density fiberboard (MDF) pressed with 0.6mm thick shisham veneer or equivalent on both sides. Top completed with solid wooden profile 32x10mm. Legs style must be Victorian same like chairs. All visible wooden parts finished with Nitrocellulose Lacquer.</p> | 4 |

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _ (Name and address of Purchaser) _

Dear Sir,

We, the undersigned, offer to provide the _ (insert title of assignment) _ in accordance with your Request for Proposal/Tender Document No. _____ dated _ (insert date) _ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____ related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, ineligible 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 we are aware of the relevant provisions of the Proposal Document.

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _ (Name and address of 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)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures) _. This amount is inclusive of all taxes.

Our Financial 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 or any Sub-Contractors for any part of the Contract, ineligible 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.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE-D

Financial Bid Format (For Each Item)

| Sr. No. | Name of Item | Description | Quantity | Unit Rate (Inclusive Taxes and 17% GST) | Total Cost (Incl. all Taxes) |
|------------------------------|---------------------|--------------------|-----------------|--|-------------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| Total Bid Price (LOT) | | | | | X |

Notes to Price Table:

- i.** X will determine the total bid cost for all items.
- ii.** Prices must be quoted for the items
- iii.** The Purchaser reserves exclusive rights to decrease or increase the quantities of goods mentioned vide this tender document.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of
Dully authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

ANNEXURE-E

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 financial bid.
- 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 purchaser 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) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) 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 with Official Seal

ANNEXURE-F

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.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant 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 _____ 2023

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

ANNEXURE-G

(Name, Title and Address of the Attorney)

Date:

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 is liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 2023

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We (Name of the bidder / supplier) being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the bidder company) hereinafter called the Contractor to submit the attached bid to the (Name of the Purchaser). Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the (Name of the Purchaser) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

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

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2023

_____ Notary Public

ANNEXURE-I

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No._____, Item 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 2023.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-J

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods against Tender Name. _____, Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within Four (04) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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 commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

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 expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this _____ day of 2023.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE-K

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

| Financial Information | Historical information for the previous three years (most recent to oldest in (PAK Rupees)) | | |
|------------------------------------|--|------------------|------------------|
| | Year 1 (Year) | Year 2 (Year) | Year 3 (Year) |
| Information from Balance Sheet: | | | |
| (1) Total Assets (TA) | | | |
| (2) Current Assets (CA) | | | |
| (3) Total Liabilities (TL) | | | |
| (4) Current Liabilities (CL) | | | |
| Information from Income Statement: | | | |
| (5) Total Revenue (TR) | | | |
| (6) Profits before Taxes (PBT) | | | |
| Net Worth (1) – (3) | | | |
| Current Ratio (2) / (4) | | | |

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (See below)

Litigation and Arbitration During Last three (3) Years

| Year | Matter in Dispute | Value of Award Against Contract in PAK Rupees |
|------|-------------------|---|
|------|-------------------|---|

Authorized Signatures with Official Seal