

University of Home Economics Lahore

Contact No: 042-35253411 *Office of the Purchase and Procurement*

TENDER DOCUMENT FOR THE PROCUREMENT OF FURNITURE ITEMS AT UNIVERSITY OF HOME ECONOMICS LAHORE

Issued to:	
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Tender No. UHE/P&P/2023-24/01

TENDER NOTICE

Sealed Bids on **item wise basis** are invited from Bidders i.e. firms/companies/sole proprietor/general order suppliers/ JVs etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc). The Bids shall be received as per **single stage two envelope** procedures.

Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a **non-refundable fee** of Pak **Rs. 1000/- (One Thousand Only/-)** which should be deposited in the form of Pay Order/Demand Draft/or cash deposit slip in University of Home Economics A/C # **0050447000071955 Habib Bank Ltd. Branch, Pace Tower Gulberg-II, Lahore.**

Tender No.	Description	Estimate Cost (Rs)	v	0	Opening Time & Date
UHE/P&P/ 2023-24/01	Purchase of Furniture Items (Details in Tender Document)	4,966,000/-	2 % of the EstimatedCost	11:00 am 19-12-2023	11:30 am 19-12-2023

- 1. Bids must be delivered to the addressee below on or before 19-12-2023 at 11:00 a.m. Hours. All Bids must be accompanied by a Bid Security of 2% of the estimated price in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at 11:30 p.m. Hours in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from Purchase & Procurement Office at the address given below from the date of publishing of this notice till closing date upto 09:45 a.m. Bids will be valid for 90 days.
- 2. Bidding Documents are immediately available after date of publication. University of Home Economics office will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from University of Home Economics Lahore website (https://uhe.edu.pk/tenders/) and website of Punjab Procurement Regulatory Authority (http://ppra.punjab.gov.pk). If the tender documents are not purchased from purchase office of UHE Lahore and the documents are downloaded from PPRA/ UHE website, then the original evidence of deposited/ transferred fee required in the concerned bank account (deposit slip or draft etc. of Rs. 1000/-) must be attached with the Technical Proposal.

Assistant Treasurer University of Home Economics Additional Treasurer University of Home Economics

INVITATION TO THE BID

1.1. Bids/Tenders are invited, for Tender Documents for the purchase of Furniture Items at UHE Lahore from Sales Tax and Income Tax Registered firms.

2. <u>INSTRUCTIONS TO THE BIDDERS</u>

- **2.1.** Procurement will be made under Punjab Procurement Rules (PPRA)2014.
- **2.2.** It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- 2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bid Documents at the time of submission of Bids and no request for submission of missing Substantial documents will be entertained after opening of the Technical Bids, however only clarification will be sought according to PPRA rule.
- 2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Documents or conditional bid will be liable for rejection. Bids received after due time and date or bids without Bid Security in shape of CDR or CDR less than required amount or Bid Security in shape of Cheque/ Cross Cheque/ pay order/ Demand Draft/Banker's Cheque shall be summarily rejected.
- **2.5.** Vendors must quote their rates on the company letter pad / tender form according to the specifications and that must be properly signed & stamped.
- **2.6. Mode of Advertisement:** As per rule 12(2) the advertisement is being placed on the website of PPRA Punjab (www.ppra.punjab.gov.pk), University Website and newspaper.
- **2.7. Procedure of Open Competitive Bidding:** As per PPRA Rule No. 38(2)(a) procedures shall be followed with details given below:
 - **2.7.1.** The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - **2.7.2.** The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion and firm name must be mentioned on each envelope.
 - **2.7.3.** Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened; The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of procuring agency without being opened;

- **2.7.4.** The Procuring Agency shall evaluate the technical proposal(s) in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. During the technical evaluation no amendments in the technical proposal shall be permitted;
- **2.7.5.** The financial proposals of technically qualified bidders shall be opened publicly at a time, and venue announced and communicated to the bidders in advance;
- **2.7.6.** After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

2.8. BID DATA SHEET (Information for the Bidders)

1.	Procuring Agency	University of Home Economics Lahore	
2.	Tender Number	UHE/P&P/23-24/01	
3.	Name of Tender	Procurement of Furniture Items	
4.	Tender Document available place	Purchase and Procurement Office, University of HomeEconomic Lahore & online from the PPRA and UHE website (the evidence for payment ftender fee must attached with the technical bid)	
5.	Cost of Tender Document	Rs. 1000, in the form of Pay Order/Demand Draft/or cash deposit slip in favor or University of Home Economics Lahore A/C 0050447000071955 Habib Bank Ltd. Branch, Pace Tower Gulberg-II, Lahore (Non-Refundable)	
6.	Bid Security	2 % of estimated cost In shape of CDR in favor of "Additional Treasurer, University of Home Economics Lahore"	
7.	Performance Security	Performance guarantee in shape of CDR or Bank Guarantee shall be provided by successful contractor(s), equivalent to 10% of contract amount. Insurance guarantee/Cheques or third party undertakings shall not be acceptable.	
8.	Tender Addressed to	Purchase Office, University of Home Economics Lahore	
9.	Contact Number	Ph. 042-99269926 / 0322-9151864	
10.	Due Date, Time and place of submission of Tender Document	Closing date 19-12-2023 time 11:00 a.m. Opening date 19-12-2023 time 11:30 a.m. Purchase and Procurement Office, Admin Block, University of Home Economics Lahore	
11.	Date, Time and Place of Technical Bid Opening	Opening date 19-12-2023 time 11:30 a.m. Office of Procurement an Purchase	
12.	Date, Time and Place of the Financial Proposals	Shall be intimated subsequently	

TERMS AND CONDITIONS OF THE TENDER

3. <u>DEFINITIONS</u>

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

4. TENDER ELIGIBILITY

Eligible Bidder is one who:

- **4.1.** has valid registration certificates for Income Tax and Sales Tax;
- **4.2.** is an active Income Tax Payer;

- **4.3.** has got the experience in supply of relevant items;
- **4.4.** has got the Technical Staff to execute the work;
- **4.5.** conforms to the clause of "Responsiveness of Bid" given in this tender document;
- **4.6.** has not been blacklisted.

5. EXAMINATION OF THE TENDER DOCUMENT

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

6. AMENDMENT OF THE TENDER DOCUMENT

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

7. BID CURRENCY

Bidder should quote price in Pak Rupees (Inclusive of all taxes) for as tender notice.

8. VALIDITY PERIOD OF THE BID

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

9. BID SECURITY

- **9.1.** Bidder will submit Bid Security drawn in the name of Additional Treasurer, University of Home Economics Lahore.
- **9.2.** The Bid Security will be in the form of CDR only in favor of the Additional Treasurer, University of Home Economics Lahore.

- **9.3.** Cheque/ Cross Cheque/ pay order/ Demand Draft /Banker's Cheque shall be summarily rejected.
- **9.4.** The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender upon request.
- **9.5.** The Bid Security of Successful Bidder(s) may be returned after provision of supply along with invoice/bill or after the submission of Performance Guarantee in the prescribed manner.
- **9.6.** If the Bid Security is found less than the required amount then the bid will be rejected irrespective of the rates and the stage of the bid process.
- **9.7.** The Bid Security may be forfeited, if a Bidder:
 - **9.7.1.** Refuses to accept supply order/ work order
 - **9.7.2.** Fails to furnish complete/partial supply of items.
 - **9.7.3.** Supplies sub-standard quality of the required item(s) / service(s)

10. <u>BID PREPARATION AND SUBMISSION</u>

- **10.1.** The Tender shall be filled in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.
- **10.2.** The Bids/Tenders should be submitted in two parts (1) Technical Proposal and (2) Financial Proposal. The Technical Proposal and Financial Proposal shall be submitted in separate covers.
- 10.3. Technical Proposal: The Technical Proposal will enable the concerned committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the Tender/Bid Documents. Only those bids which qualify in the technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of bidders who failed in the technical stage will not be opened.
- **10.4.** The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Purchase Committee will not be responsible for the errors committed in the bids by the bidder(s).
- **10.5.** The Technical Proposal must not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.
- 10.6. The Bidder should quote only one brand/model/make of concerned quoted item,

10.7. Detail and Order of Documents to be furnished with the technical proposal (Envelope A):

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

- **10.7.1.** Covering letter (Annexure-A) duly signed and stamped by an authorized representative.
- **10.7.2.** Copy of Income Tax Registration Certificate
- **10.7.3.** Copy of Sales Tax Registration Certificate.
- **10.7.4.** Copy of PRA registration if applicable
- **10.7.5.** Detailed specification of items.
- **10.7.6.** Affidavit/Undertaking Covering Letter on Stamp Paper (Annexure-D).
- **10.7.7.** If the tender documents are not purchased from purchase office of UHE Lahore and the documents are downloaded from PPRA/ UHE website, then the original evidence of deposited/ transferred fee required in the concerned bank account (deposit slip or draft etc. of Rs. 1000/-) must be attached.
- **10.7.8.** Evidence of bid security (CDR), Amount of bid security will be calculated considering the following clauses;
 - a) Total estimated price of the concerned lot, if the tender has been called on lot wise basis.
 - b) Total estimated price of the concerned quoted item(s), if the tender has been called on item wise basis.
- **10.7.9.** All other supporting documents regarding required specifications and for fulfilling Technical Evaluation criteria proving the requisite qualification, experience and capacity etc.
- **10.7.10.** Signed and stamp copy of bid documents.
- **10.8. Financial Proposal:** The Financial Proposal of the bidder shall also include the price break up of taxes/duties. All taxes/duties freight charges etc. as applicable shall be responsibility of the bidder(s).
- 10.9. The cost quoted by the bidder shall be kept firm and unchanged for a period

- specified in the Bid/Tender Documents from the date of opening of the bid(s). The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time, if any.
- **10.10.** The quoted price will include all taxes, duties, levies, insurance, freight (transportation charges), etc.
- **10.11.** The Bid is liable for rejection if Financial Proposal contains conditional offer.
- **10.12.** Vendors must quote their rates on the company letter pad / tender form according to the specifications.

10.13. Details to be furnished with financial proposal (Envelope B)

- **10.13.1.** Financial Proposal Covering Letter (Annexure E).
- **10.13.2.** Financial Proposal Form duly filled and signed by the bidder.

10.14. Sealing the Bid

10.15. Mode of Submission of Bids

- **10.15.1.** The Bid should be addressed to "Convener Central Purchase Committee, University of Home Economics Lahore" and shall reach purchase office of University of Home Economics Lahore within given time period & date mentioned in tender notice.
- **10.15.2.** The Bids received after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

11. MODIFICATION/WITHDRAWAL OF THE TENDER

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

12. <u>BID OPENING</u>

12.1. Technical Proposal Opening

The bid's outer cover and Technical Proposal cover will be opened by the Purchase Committee of University of Home Economics Lahore on the date and time as specified in the Tender Notice/Bid Data Sheet. The bids will be opened in the presence of the bidder(s) who choose to be present. Only one authorized representative for each bidder would be allowed to attend the Bid Opening.

12.2. Suppression of facts and misleading information

- 12.2.1. During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited along with any other legal action considered by the committee.
- **12.2.2.** It is the Bidder's responsibility to prove the Bidder's requisite qualification, experience, and capacity to undertake the project to the entire satisfaction of the Purchase Committee failing which the Bid may be rejected.

13. PRELIMINARY EXAMINATION

- **13.1.** The Procuring Agency shall examine the bid(s) to determine whether they are complete, whether any computational errors have been made, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.
- **13.2.** In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a

discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

14. <u>DETERMINATION OF RESPONSIVENESS OF THE BID</u>

- **14.1.** The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:
 - **14.1.1.** Meets the eligibility -criteria for the Bidder and the Goods / the Services;
 - **14.1.2.** Meets all the mandatory requirements of the evaluation criteria.;
 - **14.1.3.** Meets the Technical Specifications for the Goods / the Services;
 - **14.1.4.** Meets the delivery period/point for the Goods / the Services;
 - **14.1.5.** Is accompanied by the required Bid Security;
 - **14.1.6.** Is otherwise complete and generally in order;
 - **14.1.7.** Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
 - **14.1.8.** Which offers one Brand/Model/Make for the concerned quoted item(s) (which does not contain any options)
- **14.2.** A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.
- **14.3.** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

15. TECHNICAL EVALUATION CRITERIA

The Bidder(s) who has/have duly complied with the Eligibility/Qualification and Evaluation criteria will be eligible for further processing. The bidder must have to quote the relevant item(s) given in the documents in the technical bid(s) for which the bidder is applying /bidding / submitting the Technical & Financial Proposal. The tender will be

awarded to the Item wise lowest evaluated bidder against.

The Bid(s) which does/do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance/warranty services will be rejected. The Eligible/Technically Qualified Bidder(s) will be considered for further evaluation.

Technical Bids will be evaluated on the basis of the following criteria and Financial Bids of only those bidders will be opened who have fulfilled the criteria:

Evaluation Criteria	Pass	Fail
Sales Tax Registration	Mandatory	
Income Tax Registration	Mandatory	
Conformance to the required specifications of the quoted item(s) given in Schedule of Requirement	Mandatory	
Affidavit/Bidder's Undertaking on stamp paper	Mandatory	
Bid Security in Shape of CDR of required amount (evidence attached)	Mandatory	
Evidence for the purchase of tender documents	Mandatory	
Attach the documents required under clause No. 10.7 of the bidding documents	Mandatory	
Bidder has properly quoted the item(s) given in the tender	Mandatory	

Note: In order to qualify for a firm/company for the next phase of tender, the above are the minimum and standard requirements (successful vendor shall have to provide the sample if required by the committee).

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

The Purchase Committee may ask for physical Demonstration of any of the items given in the Tender Document for confirmation of the specifications, if it thinks so.

16. FINANCIAL PROPOSAL EVALUATION

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

their relevant Lot(s).

- **16.2.** Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes, freight 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.
- **16.3.** The bidder must have to quote the relevant item(s) given in the documents for which the bidder is applying/bidding/submitting the Technical & Financial Proposal.
- **16.4.** The tender will be awarded to the Item wise lowest evaluated bidder against.

17. REJECTION AND ACCEPTANCE OF THE TENDER/BID

- 17.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of the item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- **17.2.** The Tender / bid shall be rejected if:
 - **17.2.1.** It is substantially non-responsive; or
 - **17.2.2.** The bidder does not meet any of the mandatory criteria mentioned in Clause No. 15; or
 - **17.2.3.** It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 15; or
 - **17.2.4.** The bid is incomplete, conditional, alternative, late; or
 - **17.2.5.** the bidder does not attach Bid Security in Shape of CDR; or
 - **17.2.6.** the bid security is not attached or it is less than the required amount; or
 - **17.2.7.** the Bidder submits more than one Bids against one Tender; or
 - **17.2.8.** the Bidder tries to influence the Tender evaluation / Contract award; or
 - **17.2.9.** the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
 - 17.2.10. there is any discrepancy between bidding documents and bidder's

- proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
- **17.2.11.** The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.
- **17.2.12.** If the bidder is black listed.

18. <u>CONTACTING THE PROCURING AGENCY</u>

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

19. ANNOUNCEMENT OF EVALUATION REPORT

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

20. AWARD OF CONTRACT

20.1. The Tender will be awarded to the item wise lowest evaluated bidder who has been declared Technically Qualified (i.e.fullfils evaluation criteria/minimum required specifications etc) as well as lowest in price.

21. REFUND OF BID SECURITY (BS)

The BS of the unsuccessful Bidder(s) will be refunded on the written request of the Bidder after decision of the tender. The Bid Security of the successful Bidder(s) shall be released after the verification of the submitted required performance guarantee.

22. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

- **22.1.** On the recommendations of the Central Purchase Committee, supply order(s) will be awarded by the Purchase & Procurement Office and the contract will be signed with the successful bidder(s).
- **22.2.** The Successful bidder(s) will provide the **stamp paper of 0.25%** of total order value or as applicable for the time being for issuance of Supply Order or Signing the Contract.

23. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

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

GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

24. DELIVERY OF ITEMS

- **24.1.** Delivery Period will be counted after issuance of work order:
- **24.2.** Maximum time allowed to make supplies **will be 30 days after the issuance** of work order.
- **24.3.** The Supplier will be responsible for delivery of Item(s) at UHE, Lahore as mentioned. Further if required according to the bid document, the supplier will also be responsible for installation/training.
- **24.4.** The supplier will bear all costs associated with the preparation, delivery, installation and training etc. of the Item(s) and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure the safe delivery of goods. Any damage sustained during transportation/delivery will be rectified by the supplier at his own cost.

25. <u>SAMPLE APPROVAL:</u>

25.1. Sample of required quoted item(s) (as mentioned in Clause 37) must be provided along with Technical Bid.

26. LIQUIDATED DAMAGES

26.1. Any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall

evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. If the procuring agency allows extension with liquidated damages, then, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to **0.1% of the price** of the delayed goods per day of delay, **maximum up to 10% of the price of total value of the contract**.

26.2. The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill with Sales Tax Invoice along with other required supporting documents etc. within the delivery period in order to avoid Late Delivery Charges/delay in payments.

27. INSPECTION AND TESTS

- **27.1.** The Inspection Committee of UHE shall inspect/test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications/requirements for their satisfaction.
- **27.2.** Inspection Committee may verify the authenticity of items from Supplier.
- 27.3. After the inspection or test if the Inspection Committee is of the opinion that items do not conform to the specifications and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to UHE.
- **27.4.** The Technical Committee/ Inspection Committee can visit the workshop/ factory/ workplace etc. for inspection purpose.

28. RELEASE OF PERFORMANCE SECURITY

The **performance security 10%** will be refunded to the supplier after successful completion of warranty period (as mentioned in clause 36 of bid document). **If warranty period is not mentioned, then it will be considered as six months.** The said performance security will be released upon the submission of the request along with supporting documents (Copy of Work order, Delivery Challan, and warranty details) by the successful bidder on the letter head of the concerned bidder(s) and subject to the satisfactory report.

The performance security must be provided by the evaluated lowest bidder at the time of making the contract with UHE.

29. <u>CONTRACT AMENDMENT</u>

- **29.1.** The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.
- **29.2.** No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

30. <u>TERMINATION FOR DEFAULT</u>

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

- **30.1.** The bidder fails to provide goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- **30.2.** the successful bidder fails to deliver goods as per its technical specifications offered in the bid.
- **30.3.** The successful bidder fails to perform any other obligation(s) under the Contract.
- **30.4.** The bidder, in the judgment of the Purchase Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

31. BLACKLISTING

If the Contractor fails / delays in performance of any of the obligations, under the Contract / supply order, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Bid Document / 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 for indefinite period or for a stated period, for future tenders in procuring agency or the public sector, as per mechanism provided in Punjab Procurement Rules, 2014.

32. FORCE MAJEURE

- **32.1.** Notwithstanding the provisions of term & conditions/instructions of the bid document, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- **32.2.** For purposes of this clause, "Force Majeure" means an event beyond the control

of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

32.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

33. <u>TERMINATION FOR INSOLVENCY</u>

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

34. FORFEITURE OF PERFORMANCE SECURITY

- **34.1.** 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 Bid Document / Contract, the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor. The procuring agency may also impose any other penalty / punishment along with forfeiture of performance security.
- **34.2.** Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited, and the company will not be allowed to participate in future tenders as well, if decided by the procuring agency.

35. PAYMENT

35.1. 100% payment will be made by procuring agency to the Successful Bidder after successful delivery, installation and training etc. of goods as per schedule of delivery and requirement(s) mentioned in the work order and on receipt of the

following documents:

- i. Bill / Invoice
- ii. Delivery Challan
- iii. Performance guarantee
- iv. Applicable Sales Tax Invoice (GST/PST or any other)
- v. Inspection/Completion report
- vi. Bill of Entry (in case of imported items)
- vii. Any other relevant document

36. WARRANTY

- **36.1.** Warranty of item(s) shall be considered as 06 months from the date of delivery of the item(s).
- **36.2.** The Supplier shall confirm that the goods supplied under this contract are new original and unused. The Supplier shall further warrant that all goods supplied under this contract shall have no defect arising from design/materials or workmanship or from any act or omission of the supplier that may arise under the normal use of the supplied goods in the conditions prevailing in the University.
- **36.3.** During the warranty period the Successful Bidder will provide comprehensive warranty of the items. The Procuring agency shall notify the supplier in writing of any claim arising under the warranty. Upon receipt of such notice, the supplier shall repair or replace the defective goods or parts within **10** (**Ten Days**) at his own cost, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination and their installation etc.

NOTE: All the process will be accomplished as per PPRA Rules 2014. Moreover, in case of any dispute / confusion etc. (other than warranty and bid security clause) the terms and conditions etc. given in Standard Bidding Document of PPRA will be applicable upto the extent of contradiction.

37. SPECIFICATIONS AND SCHEDULE OF REQUIREMENT

S#	Item Description Minimum Required Specification or Equivalent	Sample Picture	QTY	Quoted (Y/N)	Not Quoted (Y/N)	Sample Required (Y/N)
1.	Stage Chair (As per sample) High back, Frame Kikar wood, seat & back poshish with velvet fabric, finishing with lacquer sillier polish as per sample / picture. Dimension: 25" x 22" x 41.5" Colour: same as sample	AB	04			No
2.	Stage Table (As per Picture) Structure Made of Seasoned solid kikar wood (Bottom frame made of 4 x 1.5 inches of solid wood), All legs size 2.5 x 2.5 inch. front side and top ash wood veneer sheet stage table made in three pieces with 12 best quality wheels with lock be used and finishing in ash wood color with lacquer sillier polish. As per picture. Center Stage Table: 8' x 2.25' x 2.5' = 01 Piece Side Stage Table: 4' x 2.25' x 2.5' = 02 Pieces Total Size: 16' x 2.25' x 2.5'		01			No
3.	Podium / Dice / Rostrum (Acrylic) As per picture Structure Made of ash wood veneer with 16 mm thickness, edges covered with tape and molding of seasoned ash wood. Finishing with all sides, Top & Bottom covered with acrylic. Design and color as per picture. Total Size: 16" x 24" x 42"		02			No
4.	Single Seater Sofa "C" shape as per picture. Structure made of solid seasoned kikar wood, seat, back and arms full poshish, seat foam, first quality 4" thickness as per picture. Open parts finished with N.C. Lacquer. Seat and round back cushioned with 1st quality foam (Molty or equivalent) covered with leatherette / sofa cloth (Fabric Project cloth or equivalent). Dimensions: 26.5" x 25" x 27.5"		30			Yes
5.	Audience Chair (As per picture): Armchair With Cushion on seat and back (Master foam or equivalent) covered with good quality cloth as per picture Boss or Equivalent. Powder coated MS round pipe (1" x 1") Structure 18 guage. Plastic Arms as per picture. Size: 22.2" x 24.5" x 33" (W x D x H)	2	100			Yes
6.	Wooden Conference Table (As per picture) Made of ash veneer vin board with gola chapti of ash wood, both sides with "D Shape" have capacity of 50 chairs (table will be in 16 pieces), High quality finishing with lacquer sillier polish. Structure made with ash veneer board & Ash wood. Ash wood larr (8' 4" x 1.5") must be fixed below the top of inner side of the complete table. Thickness of left and right side of each piece having double sheet (1.25 inches). Size: 8' x 2' x 2.5' (L x D x H) = 14 Pieces D-Sahpe Size: 8' x 2' x 2.5' = 2 Pieces	C. Frankers	01			No
7.	Chair for Conference Room (As per picture) Imported Leatheratte on Seat and back on Solid Metal Structure. Solid heavy duty pipe frame in high quality chrome with Padded Arms and gliders, 16 gauge pipe frame, Powder coated Rust proof paint. First quality master foam, Imported mesh fabric, Imported ply wood seat back.		50			Yes

PRICE SCHEDULE 38.

S #	Item Description Minimum Required Specification(s) or Equivalent	QTY	Estimated Unit Price (Rs.) (Incl. of all taxes)	Unit Quoted Price (Rs.) (Incl. of all taxes)	Total Quoted Price (Rs.) (Incl. of all taxes)
1.	Stage Chair (As per sample) High back, Frame Kikar wood, seat & back poshish with velvet fabric, finishing with lacquer sillier polish as per sample / picture. Dimension: 25" x 22" x 41.5" Colour: same as sample	04	26,500/-		
2.	Stage Table (As per Picturse) Structure Made of Seasoned solid kikar wood (Bottom frame made of 4 x 1.5 inches of solid wood), All legs size 2.5 x 2.5 inch. front side and top ash wood veneer sheet stage table made in three pieces with 12 best quality wheels with lock be used and finishing in ash wood color with lacquer sillier polish. As per picture. Center Stage Table: 8' x 2.25' x 2.5' = 01 Piece Side Stage Table: 4' x 2.25' x 2.5' = 02 Pieces Total Size: 16' x 2.25' x 2.5'	01	100,000/-		
3.	Podium / Dice / Rostrum (Acrylic) As per picture Structure Made of ash wood veneer with 16 mm thickness, edges covered with tape and molding of seasoned ash wood. Finishing with all sides, Top & Bottom covered with acrylic. Design and color as per picture. Total Size: 16" x 24" x 42"	02	30,000/-		
4.	Single Seater Sofa "C" shape as per picture. Structure made of solid seasoned kikar wood, seat, back and arms full poshish, seat foam, first quality 4" thickness as per picture. Open parts finished with N.C. Lacquer. Seat and round back cushioned with 1st quality foam (Molty or equivalent) covered with leatherette / sofa cloth (Fabric Project cloth or equivalent). Dimensions: 26.5" x 25" x 27.5"	30	30,000/-		
5.	Audience Chair (As per picture): Armchair With Cushion on seat and back (Master foam or equivalent) covered with good quality cloth as per picture Boss or Equivalent. Powder coated MS round pipe (1" x 1") Structure 18 guage. Plastic Arms as per picture. Size: 22.2" x 24.5" x 33" (W x D x H)	100	12,500/-		
6.	Wooden Conference Table (As per picture) Made of ash veneer vin board with gola chapti of ash wood, both sides with "D Shape" have capacity of 50 chairs (table will be in 16 pieces), High quality finishing with lacquer sillier polish. Structure made with ash veneer board & Ash wood. Ash wood larr (8' 4" x 1.5") must be fixed below the top of inner side of the complete table. Thickness of left and right side of each piece having double sheet (1.25 inches). Size: 8' x 2' x 2.5' (L x D x H) = 14 Pieces D-Sahpe Size: 8' x 2' x 2.5' = 2 Pieces	01	800,000/-		
7.	Chair for Conference Room (As per picture) Imported Leatheratte on Seat and back on Solid Metal Structure. Solid heavy duty pipe frame in high quality chrome with Padded Arms and gliders, 16 gauge pipe frame, Powder coated Rust proof paint. First quality master foam, Imported mesh fabric, Imported ply wood seat back.	50	35,000/-		

Note:

- i.
- Prices / Rates be mentioned only in case of Financial Bid/Financial Proposal Prices / Rates shall not be mentioned in the Technical Bid / Technical Proposal ii.

ANNEXURE- A

TECHNICAL PROPOSAL COVERING LETTER

To

Convener Purchase Committee University of Home Economics Lahore

Stamp of the firm/company/sole proprietor

Dear Sir/Madam,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes within an outer envelope. We have attached the Technical Bid Form , Check List , Detailed Specifications and the required supporting documents along with our Technical Bid.
We have attached original bid security amounting to RsHaving NodatedAlong with our technical bid.
We are submitting the proposal in conformity of all the terms and conditions as laid down in the tender document
Yours sincerely,
Authorized Signature(In full and initials)
Name and Designation of Signatory
Name of Firm with Address

Annexure-B

Check List

The bidder must attach this list along with the Bid

i. Packing of the Bid

S#	Description		YES/NO
1	Whether the Bid is submitted in Two Envelopes		
2	Technical Proposal Envelope A		
3	Financial Proposal Envelope B		
4	Whether both Technical and Financial Proposals are put into another Outer Envelope.		

ii. SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

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

Envelope A: Enclosures of Technical Proposal			Page#
1	Check List		
2	Covering Letter		
3	Technical Bid Form duly signed and Stamped by the Bidder		
4	Specifications of quoted item(s) on the Letter Head of the bidder		
5	Copy of Income Tax Registration Certificate		
6	Copy of Sales Tax Registration Certificate		
7	Affidavit/Undertaking on the Stamp Paper		
8	Proof of Sales of the Company		
9	List of Staff		
10	Any other documents if required		
11	Bid Security in shape of CDR with the technical proposal		
Not	e: All the above documents including all mentioned in clause 15, and any other	supporting docu	ment must b

Note: All the above documents including all mentioned in clause 15, and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.

En	velope B :Enclosures of Financial Proposal	Attached YES/No	Page #
1	Financial Proposal Covering Letter		
2	Price Schedule Form duly filled, signed and stamped by the bidder		

Annexure- D

AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: Tender No.	published	on PPRA

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

[Name and Signatures of authorized Person along with stamp]

Annexure- E

Financial Proposal Covering Letter (to be attached with Financial Proposal)

To		
Convener Pu	rchase Committee	
University o	f Home Economics Lahore	
Dear Sir,		
With Refere	nce to your Tender No	for (title of theTender).
Please find attached	our Financial Proposal for the sum o	f Rs. (insert amount in words and
figures)This amou	ant is inclusive of all taxes & freight cl	harges etc.
We have attached the	ne Bid Security of amount Rs. (insert	amount in words and figures) having
	with our technical bid.	
Yours sincerely,		
Authorized Signatur	e	

Annexure-F

Contract Agreement Form

THIS AGREEMENT made the [day] day of [month] [year] between [University of Home

Economics Lahore] (hereinafter called "the University") of the one part and [name and

address of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the University invited Tenders for certain goods and related services, viz, [brief

description of goods and related services] and has accepted a Tender by the Supplier for the

supply of those goods and related services in the sum of Rs. [Contract Price infigures and in

words] (hereinafter called "the Contract Price").

NOW THEREFORE the parties hereby agree as follow:

1- The following documents attached shall be deemed to form an integral part of this

Contract:i- Tender/Bid Document

ii- Letter of Acceptance

2- The Terms and Conditions of Supply Order/Contract are also given in the Tender/Bid

Document will be applicable.

3- The mutual rights and obligations of the University and the Supplier will be preserved

in the light of Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance

with the laws of Pakistan on the day, month and year written above.

For University of Home Economics,

Lahore: For the Supplier:

Signature Print NameTitle