



BIDDING DOCUMENT
FOR THE REPAIR
OF
TOYOTA HIACE
FOR THE FINANCIAL YEAR 2017-18



REGIONAL TRAINING INSTITUTE
POPULATION WELFARE DEPARTMENT
CIVIC CENTRE, GREEN TOWN
LAHORE



REGIONAL TRAINING INSTITUTE, LAHORE
POPULATION WELFARE DEPARTMENT
INVITATION FOR BIDS



Sealed Bids on Single stage One Envelope basis are invited from the NTN/GST/PST registered well reputed Autos Workshops / Firms for Engine Overhauling etc of Toyota Hiace Van of Population Welfare Department, Punjab for the Financial Year, 2017-18 on **F.O.R** basis.

Sr. #	Name of Tender	Last Date for purchase of Tender	Date & time of Receiving Tender	Date & Time for Opening of Tender	Amount of CDR
01	Tender for the Repair of Toyota Hiace Van of Regional Training Institute, Population Welfare Department, Punjab, 2017-18	16.03.2018 during office hours	17.03.2018 11.00 A.M.	17.03.2018 11.30 A.M.	2% of the Estimated Price

1. The Tender documents (terms and conditions etc.) can be obtained from the day of publishing of advertisement of PPRA Website from the office of the undersigned on payment of tender fee receipt of Rs. 100/- (Non-refundable being the tender Cost) from Regional Training Institute, Civic Centre, Green Town, Lahore on any working day during office hours (08:00 a.m. to 03:00 p.m.). A copy of bidding documents is also available for information on the website of Punjab Procurement Regulatory Authority i.e. www.ppra.punjab.gov.pk
2. All tenders shall be submitted to the office of the undersigned at given date & time. Any tender received after specified time will not be entertained. Tenders will be opened at **Regional Training Institute, Civic Centre, Green Town, Lahore** according to the schedule given above in presence of bidders or their authorized representatives who choose to attend at the time of opening.
3. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
4. The Procuring agency shall upon request communicate to any bidder, the ground for its rejection of all bids or proposals, but shall not be required to justify those grounds.
5. 2% Earnest money of the estimated price will be in the shape of deposit at call issued in favor of Principal, Regional Training Institute, Lahore attached with the bid.
6. Procurement shall be governed by the Punjab Procurement Rule, 2014.
7. **Single Stage – One envelope Procedures as per rule 38 (1) of PPRA Rules, 2014, shall be applied.**
8. The firms already under process of disciplinary action, defaulter or black listed with any government/organization will not be allowed to participate.

PRINCIPAL
Ph. # 042-99262179

Bid Data Sheet

Sr.#	Description	Detail
1	Bid reference number	NO.PWD/RTI/LHR/REPAIR/2017-18
2	Commencement of sale of Bidding Documents	From the date of Publication
3	Last date of sale of Bidding Document	16.03.2018 during office hours (08.00 am – 03.00 pm)
4	Last date and time for the receipt of bids	17.03.2018 at 11:00 AM
5	Date, and venue of opening of bids	17.03.2018 at 11.30 AM Regional Training Institute, Civic Centre, Green Town, Lahore
6	Bid Currency	Pak Rupee
7	Language of bid	English or Urdu
8	Amount of bid security	Rs. 10,000/- (2% of the total price)
9	Bid validity period	30-06-2018
10	Bidding procedure	Single stage One envelope procedure
11	Address for communication:	Principal Regional Training Institute, Lahore Telephone: +92-042-99262179

***INSTRUCTION
TO
BIDDERS***

Bidders are advised to read the contents of the Instruction to Bidders
carefully

CONTENTS OF BIDDING DOCUMENTS

In addition to invitation for bids, the bidding document include: -

- A. Instruction to Bidders
- B. Schedule of Requirements & List of Items to be purchased
- C. Special Terms & Conditions
- D. Performance Guarantee Form
- E. Financial Bid Form

A: INSTRUCTIONS TO BIDDERS

1. **Eligible bidders:** This Invitation for Bids is open to all Well Reputed Autos Workshops / Firms. The bidder should be registered with the Sales Tax & Income Tax Department. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
2. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in, no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

BIDDING PROCEDURE

3. **Single Stage – One envelope procedures as per rule 38 (1) of PPRA Rules, 2014 shall be applied.**
4. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency's address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.
5. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.
6. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
7. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the spare parts to be replaces and prices.
8. **Bid Prices:**
 - i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the spare parts to be replaced including all applicable taxes and labor charges/leath work, it proposes to supply under the Supply/work orders.
 - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom.
 - iii. The bidder should quote the prices of spare parts to be replaced according to the specifications as provided in the Form of Price Schedule. The specifications of spare parts to be replaced, different from the demand of bid enquiry, shall straightway be rejected.
 - iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST/PST) / Provincial sales Tax (PST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST/PST or other taxes shall be passed on to the Procuring Agency.

- v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
- vi. While tendering your quotation, the present trend / inflation in the rate of spare parts and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of spare parts and services shall be entertained.
9. **Bid currencies:** Prices shall be quoted in **Pak Rupees**.
10. **Documents Establishing bidder's Eligibility and Qualification**
- i) **The bidder** shall furnish documents establishing the bidder's eligibility to bid and its qualifications to perform the Work Orders if its bid is accepted.
- ii) **The documentary evidence** of the bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under instruction to the bidders.
- iii) **National Tax Number** (NTN) and General Sales Tax Number (GST/PST) with documentary proof shall have to be provided by each bidder in the tender.
- iv) **The bidder** shall submit an affidavit on legal stamp paper of Rs. 100/- that their workshop / firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
- v) **The bidder** should have more than one year experience in the relevant field, it is mandatory that the item to be quoted by the bidder / Manufacturer should have the availability in the market minimum for the last one year.
- vi) **The bidder** must attach its financial status with the bid.
11. **Bid Security**
Earnest money 2% of the estimated price amounting to Rs. 10,000/- will be in the shape of Call Deposit issued in favor of **Principal, Regional Training Institute, Lahore**, attached with the quoted documents.
12. **Bid Validity**
- i. Bids shall remain valid up-to 30-06-2018. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
13. **Format and Signing of Bid:**
- i. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Work Orders. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
14. **Deadline for Submission of Bids:**
Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, no later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents.
15. **Late Bid:**
Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.
16. **Withdrawal of Bids:**
The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders.

17. **Opening of Bids**
- i. The Procuring Agency shall open the bid in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance.
 - ii. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Proposals, the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
18. **Clarification of Bids:** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
19. **Preliminary Examination**
- i. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
 - ii. The arithmetical errors (if any) 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 bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
20. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.
21. **Rejection of Bids:** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.
22. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 36 of the Punjab Procurement Rules-2014. The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.
23. **Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of Work Orders.
24. **Acceptance of Bid and Award Criteria:** The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Supply/ work Orders, within the original or extended period of bid validity.

EVALUATION CRITERIA/ASSESSMENT PARAMETER MARKS

Sr. No.	Assessment Parameter	Marks
1.	Warranty 1 year Warranty after overhauling with parts.	20
2.	Financial soundness <ul style="list-style-type: none">➤ Tax Return = 15➤ Bank Certificate = 15➤ Bank Statement = 15	45
3.	General overall sale in reference to the product <ul style="list-style-type: none">➤ Public sector (5)	25
4.	Certification <ul style="list-style-type: none">➤ Provision of ISO Certificate	5
5.	Overall reputation in reference to the product <p>Overall reputation of the product shall be envisaged by following criteria:</p> <ul style="list-style-type: none">➤ No. of references/certificates provided regarding performance of the product from head of the concerned organization/department. References/certificates of the product shall be verified by the department independently.➤ One mark for each certificate =5	5

Total Marks: 100

Qualifying Marks: 60% (60 and above)

B: SCHEDULE OF REQUIREMENT**FINANCIAL OFFER**
FOR THE REPAIR OF TOYOTA HIACE 2005 (FINANCIAL YEAR 2017-18)

Sr. No.	Name of Parts / Labor	Specification	Rates with all taxes
1.	NOZZLE HOLDER SEAL	Toyota Hiace 2005 Model JTFS02P	
2.	AIR FILTER	Toyota Hiace 2005 Model JTFS02P	
3.	THRUST WASHER	Toyota Hiace 2005 Model JTFS02P	
4.	GLOW PLUG SET	Toyota Hiace 2005 Model JTFS02P	
5.	OIL PUMP	Toyota Hiace 2005 Model JTFS02P	
6.	OIL FILTER	Toyota Hiace 2005 Model JTFS02P	
7.	WATER PUMP	Toyota Hiace 2005 Model JTFS02P	
8.	BALANCER CAM BUSH	Toyota Hiace 2005 Model JTFS02P	
9.	PISTON SET	Toyota Hiace 2005 Model JTFS02P	
10.	ENGINE O/H KIT	Toyota Hiace 2005 Model JTFS02P	
11.	VALVE GUIDE SET	Toyota Hiace 2005 Model JTFS02P	
12.	TIMING BELT	Toyota Hiace 2005 Model JTFS02P	
13.	TENSIONER	Toyota Hiace 2005 Model JTFS02P	
14.	CR-BUSH	Toyota Hiace 2005 Model JTFS02P	
15.	COOLANT 02	Toyota Hiace 2005 Model JTFS02P	
16.	RR SHOU	Toyota Hiace 2005 Model JTFS02P	
17.	PROPELLER SHAFT SEAL	Toyota Hiace 2005 Model JTFS02P	
18.	TIMING ADJUSTER BEARING	Toyota Hiace 2005 Model JTFS02P	
19.	PRESSURE PLATE	Toyota Hiace 2005 Model JTFS02P	
20.	VALVE LIFTER SET	Toyota Hiace 2005 Model JTFS02P	
21.	VALVE SET	Toyota Hiace 2005 Model JTFS02P	
22.	POWER STEERING OIL	Toyota Hiace 2005 Model JTFS02P	
23.	TURBO CHARGER	Toyota Hiace 2005 Model JTFS02P	
24.	CLUTCH PLATE	Toyota Hiace 2005 Model JTFS02P	
25.	RADIATOR PIPE LOWER + UPPER	Toyota Hiace 2005 Model JTFS02P	
26.	CONNECTING ROD SMALL END BUSH	Toyota Hiace 2005 Model JTFS02P	
27.	SILICON TUBE 3	Toyota Hiace 2005 Model JTFS02P	
28.	V-BELT TENSIONER	Toyota Hiace 2005 Model JTFS02P	
29.	RING SET	Toyota Hiace 2005 Model JTFS02P	

30.	V-BELT	Toyota Hiace 2005 Model JTFS02P	
31.	MOUNTING SET	Toyota Hiace 2005 Model JTFS02P	
32.	MAN BIGGEN SET (BEARING)	Toyota Hiace 2005 Model JTFS02P	
33.	NOZZLE SET	Toyota Hiace 2005 Model JTFS02P	
34.	DIESEL FILTER	Toyota Hiace 2005 Model JTFS02P	
35.	HEAD GASKIT	Toyota Hiace 2005 Model JTFS02P	
36.	FR DISC PAD	Toyota Hiace 2005 Model JTFS02P	
37.	CLUTCH BEARING	Toyota Hiace 2005 Model JTFS02P	
38.	THERMOSTAT VALVE	Toyota Hiace 2005 Model JTFS02P	
39.	CRANK SHAFT BEARING	Toyota Hiace 2005 Model JTFS02P	
40.	COMPLETE ENGINE O/H		
41.	BRAKE SERVICE		
42.	ENGINE O/H LATHE MACHINE WORK		
43.	FR DISC PLATE TURNING		

B: GENERAL TERMS & CONDITIONS

1. **Country of Origin:** All spare parts and related services to be supplied under the Work Orders shall have their origin in eligible source countries and all expenditures made under the Work Orders shall be limited to such spare parts and services. For the purposes of this clause, “origin” means the place where the spare parts are produced through manufacturing or processing, or the place from which the related services are supplied.
2. **Standards:** The SPARE PARTS supplied under this work Orders shall be GENUIN.
3. **Insurance:** The spare parts supplied under the Work Orders shall be delivered duty paid (if applicable).
4. **Warranty:** The Firm shall be accompanied by **One Year** warranty. The Procuring Agency shall promptly notify the Firm in writing of any claims arising under this warranty.
5. **Prices:** Prices charged by the Firm for spare parts delivered under the Work Orders shall not vary from the prices quoted by the Firm in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency’s request for bid validity extension.
6. **Delays in the Firm’s Performance:** Completion of the spare parts and completion of Engine Overhauling shall be made by the Firm in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the work orders, the Firm should encounter conditions impeding timely completion of the spare parts, the Firm shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency may at its discretion extend the Firm’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Procuring Agency by amendment of Work Orders. A delay by the Firm in the performance of its completion obligations shall render the Firm liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
7. **Penalties:** In case of late completion beyond the presented period, penalty as specified in Special Conditions of Work Orders shall be imposed upon the Firm. The above Late Completion (LD) is subject to General Conditions of Work Orders including late completion for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Work Orders. In case of supply of substandard product the destruction cost will be borne by the firm i.e. Burning, Dumping, and Incineration. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the Procuring Agency shall be entitled to make other arrangement at the risk / expense of the Work Orders or / Firm Firm, the price difference shall be paid by the Firm.
8. **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Work Orders, by written notice of default sent to the Firm, may terminate the Work Orders in whole or in part, if the Firm fails to deliver any or all installments of the spare parts within the period(s) specified in the Work Orders, or within any extension thereof granted by the Procuring Agency or if the Firm fails to perform any other obligation(s) under the Work Orders and if the Firm, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Work Orders.
9. **Force Majeure:** Notwithstanding the provisions of general conditions of Work Orders the Firm shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Work Orders is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Firm and not involving the Firm’s fault or negligence directly or indirectly purporting to mis-planning, mis-management and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Firm shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Population Welfare Department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Work Orders and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Firm shall continue to perform its obligations under the Work Orders as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

C: SPECIAL TERMS & CONDITIONS

Special conditions of contract shall be concluded between the Procuring Agency and the successful bidder(s) during Purchase Committee meeting for approval of tender(s) in addition to following: -

1. **Bid Security**
Earnest money 2% of the total bid price will be in the shape of Call Deposit issued in favor of Secretary, Population Welfare Department, Punjab Lahore attached with the quoted documents.
2. **Performance Guaranty / Security**
On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guaranty/Security in accordance with the Special Conditions of Contract, in the Performance Guaranty/Security Form. The Performance Guaranty will be 5% of the contract amount. The performance security shall be deposited in the shape of deposit at call.
3. **Warrantee:** The item(s) supplied under the Work Order should have 1 year Manufacturing Warrantee with parts.
4. **Inspection and Tests:**
Inspection and tests of spare parts at final acceptance shall be in accordance with the conditions of Work Orders. After completion, the spare parts shall be inspected /examined by the Inspection Committee, to physically check the spare parts in accordance with the approved sample and terms / conditions of the Work Orders.
It is on the discretion of Procuring Agency to inspect the items prior to the completion in the vendor's premises.
5. **Insurance:**
The spare parts supplied under the Work Order shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Firm's responsibility therefore, they may arrange appropriate coverage.
6. **Payment:**
 - A. The Payment shall be in Pak Rupees.
 - B. The payment shall be made to the Firm on completion of all work satisfactorily and on receipt of invoice(s) including those of GST/PST (if applicable) in duplicate duly completed in all respect and signed & stamped by the Transport Supervisor, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the Repair conform to specifications.
7. **Penalties/ Liquidated Damages:**
 - a. In case where the deliveries as per Work Order are not completed within the time frame specified in the schedule of requirement, the Work Order to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No Repair shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of Repair of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of one year. If the firm fails to supply the whole installments, the entire amount of Performance Guaranty/ Security shall be forfeited to the Government account and the firm shall be blacklisted minimum for a period of two year. Onus of proof of innocence shall be on the Firm.
 - b. In case of late completion of spare parts beyond the periods specified in the schedule of requirements, penalty @ 2% per Month, 0.067% per day of the cost of late delivered supply shall be imposed upon the Firm.
8. **Schedule of Requirement:**
The successful bidders will be responsible for completion of Repair as per completion schedule given in Work Order.

9. **Arbitration and Resolution of Disputes:**

In case of any dispute, concerning the interpretation and / or application of this Work Order shall be settled through arbitration. The Secretary, Population Welfare Department shall act as sole ARBITRATOR. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

10. **Price Reasonability Certificate:**

The bidder should provide following certificate with the bid to ensure the reasonableness of the quoted price the **“CERTIFIED THAT THE PRICE QUOTED TO THIS DEPARTMENT AGAINST THE ITEM MENTIONED AT SR. NO.—ARE NOT MORE THAN THE PRICES CHARGED FROM ANY DEPARTMENT/ORGANIZATION IN THE PROVINCE AND IN CASE OF DISCREPENCY, THE BIDDER HEREBY UNDERTSKES TO REFUND THE PRICE IN EXCESS”**

Note: **Note:** All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014 (amended).

C: Special Conditions of Contract (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

D: Performance Guarantee Form

To: *[Name & Address of the Procuring Agency]*

Whereas *[Name of Firm]* (hereinafter called "the Firm") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of spare parts]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Firm shall furnish you with a C.D.R by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Firm's performance obligations in accordance with the Contract. Which will be released after expiry of warrantee period.

And whereas we have agreed to give the Firm a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Firm, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Firm to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 2017__

Signature and Seal of the Guarantors/Bank

Address

Date

Note: It should be valid for a period equal to the warranty period.

The contract will be signed/ issued after submission of this Performance Security.

Contract Form

THIS CONTRACT is made at _____ on _____ day of _____ 2017, between the Population Welfare Department, Punjab (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the "Firm") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring Agency invited bids for procurement of spare parts, in pursuance where of M/s (*firm name*) being the Manufacturer/ authorized Firm/ authorized Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Firm for the supply of (*item name*) and services in the sum of Rs (*amount in figures and words*) cost per unit, the total amount of (*quantity of spare parts*) shall be Rs (*amount in figures and words*).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. the Price Schedule submitted by the Bidder,
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract;
 - f. the Procuring Agency's Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the Procuring Agency to the Firm/ Manufacturer as hereinafter mentioned, the Firm/ Manufacturer hereby covenants with the Procuring Agency to provide the Spare parts and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Firm in consideration of the provision of the Spare parts and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Firm*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Firm] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. [*The Firm*] certifies that has made and shall make full disclosure of all Agreements and arrangements with all persons in respect of or related to the

Transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. [*The Firm*] 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 Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.

9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Firm]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ Firm]* 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 Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary, Law, Justice and Human Rights or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____(the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed by the Manufacturer/
Authorized Firm/ authorized Agent

Signed/ Sealed by Procuring Agency

1.

1.

2.

2.

Bid Form

To: *[Name and address of Procuring Agency]*

Date:
Tender:

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the spare parts specified in and in conformity with the said Bidding Documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the spare parts in accordance with the completion schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee in shape of C.D.R of a bank in the sum of _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder
(if none, state "none")."

Amount and Currency

Dated this day of _____, 2017

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of .

Attachment

E: Financial Bid Form

Price Schedule

Name of Bidder _____

Tender No. -----

Sr. No. (As listed in invitation of bid)	Name of Item (As listed in invitation of bid)	Make/Model and country of Manufacturer and origin	Specifications (Complete Details)	Qty	Unit Price (Rs)	Sale and other taxes (Specify the type and kind of taxes applied)	Total Cost (Rs)
1.							
2.							
3.							
Grand Total							

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.