TENDER DOCUMENT FOR ICT EQUIPMENT

Issued to: _____

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1. INVITATION TO THE BID

1.1. Bids/Tenders are invited, for Tender Document for **ICT Equipment** from FBR (Sales and Income Tax) Registered firms.

2. INSTRUCTIONS TO THE BIDDERS

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

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

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

2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date 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. Handwritten quoted rates will not be accepted.

2.6. **Mode of Advertisement**:

As per Rule 12 the advertisement is being placed on the website of PPRA Punjab (www.ppra.punjab.gov.pk) and GCWUS web site (www.gcwus.edu.pk)

2.7. **Type of Open Competitive Bidding**

As per Rule No. 38(2) a, Single stage two envelope 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.

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 Purchaser shall evaluate the technical proposal under **PPRA Rule # 32** and 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	Government College Women University Sialkot, Katchery Road Sialkot
2	Tender Number	GCWU/SKT/PD/568
3	Name of Tender	**ICT Equipment**
4	Tender Document available place	Office of the Project Director (PIU), Admin Block, Government College Women University Sialkot, Katchery Road Sialkot.
5	Cost of Tender Document	**Rs.1000/-** payable in A/C # 6580208768600042 at BOP Paris Road Branch Sialkot through Challan Form (Non Refundable) or online fee deposit and deposit slip attached with the technical bid. **(Challan form can be get from Office of the Project Director, PIU, GCWUS)**
6	Bid Security	**Rs. 300,000/- in shape of CDR in favor of "Treasurer, Government College Women University Sialkot"**
	Performance Guaranty	The successful bidder will provide 10% Performance Guaranty from any scheduled bank of Pakistan before issuance of supply order and it will be released after payment of bill.
8	Security	10% security will be retained from supplier's bill which will be returned after warranty period.
9	Tender Addressed to	Vice Chancellor Office, Government College Women University Sialkot, Katchery Road Sialkot
6	Contact Number	Ph. 052-9250620
10	Due Date, Time and place of submission of Tender Document	03-01-2023 till 02:00 P.M Vice Chancellor Office, Government College Women University Sialkot, Katchery Road Sialkot.
11	Date, Time and Place of Technical Bid Opening	03-01-2023 at 02:30 P.M at Meeting Room of Government College Women University Sialkot, Katchery Road Sialkot.
12	Date, Time and Place of the Financial Proposals	Shall be intimated subsequently to Technically Qualified firms

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

3.1. "Purchaser" means Government College Women University Sialkot, Katchery Road Sialkot

3.2. "GCWUS" means Government College Women University, Sialkot

3.3. "Bidder/Tenderer" 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.

4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

4.1. has valid registration certificates from FBR for Income and Sales Tax.

4.2. is an active Income Tax Payer.

4.3. has got the Technical Staff to execute the work.

4.4. conforms to the clause of "Responsiveness of Bid" given in this tender document.

4.5. has not been blacklisted.

4.6. After Sale Services, the vendor should provide the detailed profile of two engineers (Appointment Letter, Salary statement, Experience etc...).

4.7. The vendor should provide their relevant experience profile with National Institutes (Supply order, services etc).

4.8. The vendor should provide the original Warranty by the Principal.

4.9. Vendor/RO must be in similar business for at least last 10 years.

4.10. Vender/RO should be in possession of valid Partner Certificate for supply of quoted equipment in Pakistan.

4.11. The warranties should start from the time of start of Installation/Operational status of equipment.

4.12. The Vendor should provide the certificate of tier-1 partner of Principal/Company.

4.13. The vendor should provide the Verifiable Manufacturer's Authorization Letter (MAF Letter).

5. EXAMINATION OF THE TENDER DOCUMENT

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

6. CLARIFICATION OF THE TENDER DOCUMENT BEFORE DEADLINE OF SUBMISSION

6.1. The Purchase Committee of Government College Women University, Sialkot, 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 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 Government College Women University, Sialkot may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

9. BID SECURITY

9.1. Bidder will submit Bid Security drawn in the name of Treasurer Government College Women University, Sialkot against each lot with details given below:

(The required amount of Bid Security, for each lot, does not exceed 2% of estimated cost of the lot)

Item Name	Amount of Bid Security Rs)
ICT Equipment	**300,000/-**

9.2. The Bid Security will be in form of CDR in favor of the Treasurer, Government College Women University, Sialkot.

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.

9.5. The Bid Security of Successful Bidder(s) may be return after provision of supply along with invoice/bill.

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:

a) Refuses to accept supply order/ work order

b) Fails to furnish complete/partial supply of items.

10. BID PREPARATION AND SUBMISSION

10.1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules,

Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.

10.2. The Bids/Tenders should be submitted in 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 Purchase 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 and will be returned to the bidder.

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 bidders.

10.5. The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.

10.6. The Bidder may quote brand/model/make of each 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)*** having reference number & date duly signed and stamped by authorized representative.

10.7.2. Copy of Income Tax Registration Certificate

10.7.3. Copy of Sales Tax Registration Certificate.

10.7.4. Detailed specification of items on letter pad.

1.1.1. Bid Security of amount (total amount of the relevant lot) mentioned in Clause No. 9 of the Tender Document in shape of CDR.

1.1.2. Affidavit/Undertaking Covering Letter on Stamp Paper ***(Annexure-D).***

1.1.3. Verifiable Manufacturer's Authorization Letter.

1.1.4. Tier-1 Partner Certificate.

FINANCIAL PROPOSAL

1.2. The Financial Proposal of the bidder shall also include the price break up of taxes/duties. All taxes/duties as applicable shall be responsibility of the bidders.

1.3. 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 bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.

1.4. The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.

1.5. The Bid is liable for rejection if Financial Proposal contains conditional offer.

1.6. Vendors must quote their rates on the company letter pad / tender form according to the specifications. Handwritten quoted rates will not be accepted.

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

1.7.1. Financial Proposal Covering Letter **(Annexure E)**.

1.7.2. Financial Proposal Form duly filled, signed and stamped by the Bidder **(Annexure F).**

1.8. **Sealing the Bid**

1.8.1. The Technical Proposal shall be placed in a separate cover **(Envelope-A)** and sealed appropriately. The Technical Proposal cover shall be marked as **"Technical Proposal for ICT Equipment** Bid Ref.: due on the "FROM" address and "TO" address shall be written without fail.

1.8.2. The Financial Proposal **(Envelope-B)** shall contain rates of item quoted by the bidder. The Financial Proposal cover shall be marked as **"Financial Proposal for ICT Equipment** Bid Ref.: due on: The "FROM" address and "TO" address shall be written without fail.

1.8.3. **Out Cover**: The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope B) shall then be put in a single outer envelope and sealed. The outer cover shall be marked as **"Bid for ICT Equipment** Bid Ref.: due on ____. The "FROM" address and "TO" address shall be written without fail.

1.9. **Mode of Submission of Bids**

1.9.1. The Bid should be addressed to "Vice Chancellor Office, Government College Women University Sialkot, Katchery Road Sialkot" and shall reach Vice Chancellor Office of Government College Women University, Sialkot, within given time period in tender notice, through valid Courier/Post.

1.9.2. The Bids received after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

11. MODIFICATION/WITHDRAWAL OF THE TENDER

11.1. The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

11.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

12. BID OPENING

12.1. **Technical Proposal Opening**

The bid's outer cover and Technical Proposal cover will be opened by the Purchase Committee of Government College Women University, Sialkot on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened in the presence of the bidders who choose to be present. Only one 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.

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

13.2. In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, their bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

14. DETERMINATION OF RESPONSIVENESS OF THE BID

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

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

14.1.2. Meets all the mandatory requirements of the evaluation criteria.

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

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

14.1.5. is accompanied by the required Bid Security.

14.1.6. is otherwise complete and generally in order;

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

14.1.8. which offers Brand/Model/Make for each item (where applicable)

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

14.3. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

15. TECHNICAL EVALUATION CRITERIA

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

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

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

Evaluation Criteria

Part-A, Mandatory Requirements: Bidder must comply clauses of this part. Bid shall be rejected in case non-compliance or partial compliance.

Part-B, Technical Evaluation: Bidder must secure 60% marks in order to qualify for financial evaluation.

Part A) Mandatory			
S. No.	**Basic Requirement**	**Specific Requirement**	**Documentary proof Required (Please mention Reference Page#)**
1.	Legal Entity	The Bidder should be in Operations in Pakistan from last ten (10) years.	Copy of Certificate(s) of incorporation or registration document showing legal status for operations in Pakistan.
2.	Registration	The Bidder should have registration with FBR for Tax purpose.	Copies of National Tax Number (NTN) / GST registration Certificates
3.	Status	The Bidder must be an authorized Partner for the proposed active equipment and corresponding hardware in Pakistan.	Certificate of Principle showing the partnership level of bidder.
4.	Specification Compliance	Bidders should conform to the required specifications of equipment as stipulated in point number 36. Moreover, signing of Annexure – C which is mandatory for the acceptance of the bid.	Detailed specifications with Brand and model along
5.	Turnover	Annual Turnover should be at least Rs.100 million or equivalent in US$ from ICT products and Services of the bidder during each of the last three financial years, i.e. 2019-20, 2020-21 and 2021-22 (as per the last published audited balance sheets) globally by principle.	Audited financial report with Auditor's Registration Number and Seal indicating total turnover from IT/ IT Services of the bidder in past 3 years.
6.	Local Presence and availability of parts	Principle should have local presence in Pakistan for at least ten years with the relevant sales, pre-sales and Engineering staff and at least three (03) warehouses by Principle/ Bidder in one of each major city and authorized distributor presence for last three (03) years in Pakistan.	Copy of Certificate(s) of incorporation or registration document showing legal status of principle operations in Pakistan. Certificate from the Principle authorized person clearly specifying the List, address and the items in

			warehouse, and distributor's minimum stock maintenance level in percentage. List of staff with Designation should be provided
7.	Completeness of Bid/ Proposal(s)	Bidder has provided all essential information requested in the RFP for proper evaluation.	Completely filled Bid Submission Forms and BOQ along with Supporting documents.
8.	Bidder local Project References	Bidder has completed at least 5 similar projects in reference to more than 50 Desktop Computer / Laptops.	Documentary evidence are required
9.	Bidder performance	Bidder must submit 5 satisfactory Performance Certificates issued by client for completed projects	Copy of Satisfactory reports are required
10.	MAF Letter	Verifiable Manufacturer's Authorization Letter.	Letter is required
11.	Partner Level	Tier-1 Partner Certificate	Certificate is required

PART-B, Technical Evaluation

S No.	Information/Data given by Firms Evaluation Parameters	Remarks	Marks	Details
1.	Entity Status	Details	0~10	**Entity Status:** Sole Proprietorship, =3, Firm/AOP=6, Pvt Co.= 10,
2.	Firms' Relationship with Principal (Evidence Letter Should be attached with bid)	Details	0~10	**Firm's Relationship with Principal:** System Authorized Distributor=10, Integrator/Partner Reseller=5.
3.	5 Satisfactory Performance Certificates issued by client for completed projects	Details	0~10	**Satisfactory Performance Certificate:** 2 Marks per certificate
4.	Complete Similar Nature Project Detail with minimum purchase order for Last 10 Year with Purchase Order and Contact Details, (Purchase Order be attached) for each project	Details	0~25	>50M=5, Per project >40M=4, Per project >=20M=3, Per Project * 5 Projects with Highest amounts will be considered
5.	Similar Nature project detail in Hand	Details	0~10	**In Hand Project Detail:** 2 marks per project**:**
6.	HR dedicated for the project	Details	0~10	>15= 10, <= 15= 7 >10= 5 <=10=2 **Details of staff along with CV's**
7.	Financial Strength, Bank Statement + Audit Report of last 2 years (accumulative report)	Details	0~15	**Financial Strength:** >200M=15, >150M=10, <=100M=5, <=50M=1
8.	Literature of the quoted items	Details	0-10	**Literature of Quoted Item:** 10 marks
	Total Marks		**100**	

*** Mandatory parameters**

Note: Minimum Qualification criteria is 65%

The bidder must provide Verifiable documentary proof against all the mandatory requirement and Evaluation Criteria along with the Technical Proposal and no 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.

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 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 Lot 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 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.

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 any or all item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.

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 bid fee in said form is not provided.

17.2.6. the bidder does not attach Bid Security in Shape of CDR; or

17.2.7. the bid security is not attached, or it is less than the required amount; or

17.2.8. the Bidder submits more than one Bids against one Tender: or

17.2.9. the Bidder tries to influence the Tender evaluation / Contract award; or

17.2.10. the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or

17.2.11. there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or

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

18. CONTACTING THE PROCURING AGENCY

18.1. No Bidder shall contact the Purchase Committee of Government College Women University, Sialkot 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 and all the bidders shall be informed of this.

20. AWARD OF CONTRACT

20.1. The Tender will be awarded to the Lowest Evaluated Bidder who has been declared Technically Qualified.

21. REFUND OF BID SECURITY (BS)

The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder. The Bid Security of the successful bidder shall be released after successfully completion of delivery.

22. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

22.1. The Purchase Committee shall issue Supply Order or sign a Contract with the Successful bidder who has submitted the Performance Guarantee.

22.2. The Successful Bidder will provide the stamp paper of 0.25% of total order value for issuance of Supply Order or Signing the Contract.

23. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

23.1. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint along with copy of CNIC 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.

GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

24. DELIVERY OF ITEMS

24.1. Delivery Period will be counted after issuance of Letter of Acceptance with details given below:

24.2.

Item Name	No. of Days
ICT Equipment	30

24.3. The Supplier will be responsible for **delivery and installation** of Items at GCWU Sialkot as mentioned.

24.4. The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost.

25. LIQUIDATED DAMAGES

25.1. When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum

equivalent to 0.1% of the price of the delayed goods per day of delay, maximum up to 10% of the price of total value of the contract.

25.2. The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill with Sales Tax Invoice within the delivery period in order to avoid Late Delivery Charges.

26. INSPECTION AND TESTS

26.1. The Inspection Committee of GCWUS shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.

26.2. Inspection Committee may verify the authenticity of items from Supplier.

26.3. After the inspection or test if the Purchase Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to GCWUS.

27. RELEASE OF PERFORMANCE SECURITY

The performance Guaranty 10% will be refunded to the supplier's after payment of bill.

28. CONTRACT AMENDMENT

28.1. 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.

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

29. TERMINATION FOR DEFAULT

The Purchase Committee of Government College Women University, Sialkot 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:

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

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

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

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

30. BLACKLISTING

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per mechanism provided in Punjab Procurement Rules, 2014.

31. Force Majeure

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions,

fires, floods, earthquakes, strikes, epidemics, quadrant in restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and consof the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

32. TERMINATION FOR INSOLVENCY

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise in solvent. 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.

33. FORFEITURE OF PERFORMANCE SECURITY

33.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

33.2. 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.

34. PAYMENT

34.1. Payment will be made by Government College Women University, Sialkot to the Successful Bidder after delivery and installation of goods and on receipt of the following documents:

i. Bill
ii. Delivery Challan
iii. General Sales Tax Invoice
iv. Inspection/Completion report
v. Bill of Entry of imported items

34.2. 10% security will be deducted from the bill and refund after completion of warranty period.

35. Warranty

35.1. Warranty of items shall be as per required in the Schedule of Warranty.

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

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

36. SPECIFICATIONS AND SCHEDULE OF REQUIREMENT

Sr. #	NAME OF ITEMS /SPECIFICATION	QTY.	UNIT PRICE WITH TAX
ICT EQUIPMENT			
1	"Desktop Computer 12th Gen Intel i5-12400 Processor with Base Frequency of 2.50GHz & Max turbo frequency up to 4.40GHz, 8GB RAM (1 x 8GB), 1TB SATA HDD, AMD Radeon 550, 2GB GDDR5 Graphics Card, 180W Power Supply Unit, No Optical Drive/DVD ROM, Intrusion Switch, TPM, HDMI Port, DP Port, Intel B660 Chipset of Higher, 21.5 Screen, Keyboard, Mouse, Wireless Card, 3 Years Principal Warranty	80-Nos	
2	Multimedia Projector with Ceiling mount kit & wall mount screen 8x10 with HDMI/VGA 20 Meter Cable 4K HOME PROJECTOR PX748-4K (4,000 ANSI Lumens, 4K (3840 x 2160),Throw Ratio:1.13~1.47, Image size: 30" - 300", Throw Distance: 0.75-9.76m(100"@2.5m),Audio out, Speaker 10W ,Super color Technology, Color Tuner, USB Type-A, 12V Trigger, 1.3X Optical zoom, 3D Blue ray, LAN Control, 4.2ms Ultra-Fast Input & 240Hz Refresh rate, HDR/HLG, Perfect Projection on Curved Surface,(USB Type-C & Dual HDMI Input), Mini B USB, RJ45 & RS232). 3 Years Principal Warranty	05-Nos	
3	Photocopier Machine, Copy / Print Speed 30 PPM (A4) 341,880.34, Monthly Duty Cycle 153,000, Processor 1.05 GHz Dual Core, Memory 2 GB, Resolution Print: 1200*1200 dpi, Copy: 600*600 dpi, Scan: 600*600 dpi, Zooming 25% to 400, Paper Size Maximum A3, Media Handling 1,140 Sheets in Total, 2 Cassettes x 520 Sheets, DADF: 110 Sheets, Multipurpose Tray: 100 Sheets, Network Interface Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Operating System, Windows®, 7, 8, 10, Server 2000, Server 2008, Server 2008 R2 Server 2012, Mac OS® version 10.10, 10.11, 10.12, Scanning Speed 55 IPM, Warranty One Year Free Service with Parts, without Consumables, User Training Necessary operational training will be provided at the time of installation. 3 Years Principal Warranty	01-Nos	
TOTAL AMOUNT			

Annexure- A Technical Proposal Covering Letter

To

Convener, MPAC

Government College Women University,

Sialkot

Dear Sir,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We have attached the **Technical Bid Form**, **Check List, Detailed Specifications** and the required **supporting documents** and Bid Security of amount Rs. *(insert amount in words and figures)* having C No. along with our Technical Bid.

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory Name of Firm Address

Annexure- B Check List

The bidder must attach this list along with the Bid

1.1. 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.**		

1.2. SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

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

Envelope A: Enclosures of Technical Proposal		**Attached YES/NO**	**Page#**
1	**Check List**		
2	**Covering Letters of both proposals (Technical & Financial) must have reference number of vendor with date.**		
3	Technical Bid Form duly signed and Stamped by the Bidder		
4	Specifications of quoted items 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	Bid Security in shape of CDR		
9	Tender Fee in prescribed forms		
10	Proof of Sales of the Company		
11	List of Staff		
12	The specified **catalogues / brochures / Samples** of items quoted by the bidder		
13	Verifiable Manufacturer's Authorization Letter.		
14	Tier-1 Partner Certificate		
Note: All the above documents and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.			
Total Number of pages attached with the Technical Bid		**_____ Pages**	
14	**Tender Document** duly signed and stamped each page by the bidder must be attached at the end of the Technical Bid but numbering is not required for this document.		

Envelope 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- C BID FORM

Technical Bid Form

S #	Particulars	Bidder's Response
A	**Information about the Bidder**	
	Name of the Company	
	Year of Incorporation/Registration	
	NTN Registration Number	
	GST Registration Number	
	Address	
	Office Telephone Number	
	Email Address of the Company	
	Name of Contact Person	
	Mobile No. of Contact Person	
	Email Address of Contact Person	

B- **Past Performance (Detail of Top** Supply Orders for supply of relevant items received in the past**)**						
S#	**Name of Project**	**PO/LOA/ Contract No & Date**	**Value of Project in PKR**	**Item Detail**	**Customer (Name of Institution)**	**Customer Contact Person Name and Phone No.**
1						
2						
Total Value of relevant Projects (Rs)						

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

Ref: **Tender No. GCWU/SKT/PD/568 published on PPRA & on GCWUS website.**

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 Government College Women University is not bound to accept the lowest or any of the bids received. We also agree that the Purchase Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under PPRA Rules 2014.
8. We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government in Pakistan.

[Name and Signatures of authorized Person along with stamp]

Annexure- E Financial Proposal Covering Letter to be attached with Financial Proposal)

To

Convener, MPAC

Government College Women University,

Sialkot

Dear Sir,

With Reference to your Tender No. GCWU/SKT/PD/568. for (ICT Equipment).

Please find attached our Financial Proposal for the sum of Rs. (*insert amount in words and figures*)_. This amount is inclusive of all taxes.

Yours sincerely,

Authorized Signature

Annexure-F Contract Agreement Form

THIS AGREEMENT made the *[day]* day of *[month] [year]* between *[Government College Women University]* (hereinafter called "the University") of the one part and *[name and address of Supplier]* (hereinafter called "the Supplier") of the other part:

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

NOW THEREFORE the parties hereby agree as follow:

1- The following documents attached shall be deemed to form and integral part of this Contract:
   - i- Tender/Bid Document
   - ii- Letter of Acceptance
2- The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.
3- The mutual rights and obligations of the University and the Supplier will be preserved in 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 Government College Women University Sialkot: **For the Supplier:**

Signature

Print Name

Title