

# POWER INFORMATION TECHNOLOGY COMPANY (PITC)



**TENDER DOCUMENT No: PITC/G-224(29)/03-2019**

**SUPPLY & INSTALLATION OF AIR CONDITIONERS**

**Note:** Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required in the Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

**Director General (ISDS)  
402, WAPDA House, Lahore Pakistan  
Tel: 042-99202163, 042-99202211 Ext.2064, Fax # 042-99202799**



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## SECTION A: INVITATION FOR BIDS

### 1. Invitation to Bid

PITC, invites sealed bids from eligible bidders (original manufacturers/ authorized distributors/suppliers) registered with Income Tax and Sales Tax Departments for the supply and installation of 2 (two) Ton split type ceiling cassette air conditioners along with all accessories (complete solution) as per following schedule:

Materials Required		
-	LOT A	Supply and Installation of 02 Ton Split type Ceiling Cassette Air Conditioners along with all Accessories (Complete Solution)

#### 1.1 PPRA Rules

This tender for the supply and installation of 02 Ton split type ceiling cassette air conditioners along with all accessories (complete solution) will be processed strictly under public procurement rules, 2004. These may be obtained from <http://ppra.org.pk/doc.rules.pdf>. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under the procurement rules, 2004.

#### 1.2 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in national newspapers with wide circulation and online at PPRA's <http://www.ppra.org.pk> and PITC's official websites <http://www.pitc.com.pk>.

#### 1.3 Type of Open Competitive Bidding

As per rule 36(a), Single Stage – Single Envelop Bidding procedure shall be followed.

#### 1.4 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. can be downloaded from the PITC official website <http://www.pitc.com.pk>.

#### 1.5 Bidding Process Schedule

Brief schedule of bidding process is as under:

Sr. No.	Summary	Description
1.	Recipient	CEO PITC
2.	Venue	PITC Conference Room, 418 – WAPDA House, Lahore
3.	Closing Date & Time of Bids (Technical & Financial)	01-04-2019, 11:00 A.M

<b>4.</b>	Bids shall be opened in the presence of bidder or authorized representatives	01-04-2019, 11:30 A.M
<b>6.</b>	Bid Money	2% of the total value of quoted cost
<b>7.</b>	Type of Tender	Single Stage Single Envelope
<b>8.</b>	Cost of Tender Document	Rs. 1,000/-

## SECTION B: INSTRUCTIONS TO BIDDERS

### 2. General Instructions to Bidders

#### 2.1 Scope of Bid

PITC invites sealed bids for the supply and installation of 02 Ton split type ceiling cassette air conditioners along with all accessories (complete solution) as specified in schedule of requirements along with technical specifications, as per Annexures, at PITCs premises.

#### 2.2 Tender Document Fee

The bidding documents can be downloaded from [www.pitc.com.pk](http://www.pitc.com.pk); however, cost of tender document is PKR 1,000/- (nonrefundable) that may be deposited in cash by bidders at the O/o Finance Director PITC, 401 – WAPDA House, Lahore. The bidders will present the original receipt of tender document fee, deposited, along with sealed technical and financial bids.

#### 2.3 Eligibility of Bidders/Bids/Goods/Services

The eligibility of bidders, bids, goods or services will be evaluated in line with following clauses:

##### 2.3.1 Bidders:

This Invitation for Bids is open to all original manufacturers/their authorized agents/suppliers/distributors and in case of imported goods their authorized agents/importers/suppliers/distributors in Pakistan for supply of goods/services who:

- i) have registered/incorporated company/firm in Pakistan with relevant business experience of at least three (3) years as on closing date for tender submission;
- ii) is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- iii) has valid registration of General Sales Tax (GST) & National Tax (NTN) Numbers;
- iv) has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan
- v) has office(s) at Lahore.

##### 2.3.2 Bids:

Any bid not received as per the terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:

- received without bid money,
- received after the date and time fixed for its receipt,
- tender document and the bid are unsigned,
- offer is ambiguous,

- offer is conditional i.e. advance payment, or currency fluctuations etc.,
- offer is received by a telegram,
- offer is received with shorter price validity and longer delivery period than asked in this document,
- offer is for store/items not conforming to the specifications indicated in the tender inquiry.

## **2.4 Corruption and Fraud**

- i) Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

## **2.5 Cost of Bidding**

The Bidder shall bear all the 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 conduct or outcome of the bidding process.

## **2.6 Joint Venture/Consortium**

Joint venture/consortium is not eligible for this tender.

# **3. Special Instructions to Bidders**

## **3.1 Bidding Document Contents**

### **3.1.1 Contents of bidding document**

- i) The goods required, applicable bidding procedures and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include: (a) Instructions to Bidders (ITB) (b) Schedule of Requirements (c) Technical Specifications (d) Evaluation Criteria.
- ii) The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and PITC shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **3.2 Bidding Procedure**

### **3.2.1 Governing Rules**

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (a) 'Single Stage – Single Envelop Procedure'.

### **3.2.2 Bidding Procedure**

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

#### **Single Stage: Single Envelope Procedure**

- i) The bid shall comprise a single package containing both Financial Bid and the Technical Bid.
- ii) Bids shall be opened at the Conference Room, 418 – WAPDA House, Lahore on the date/time fixed in the Invitation for Bids (IFB) in the presence of the bidders or their authorized representatives, who may choose to be present.
- iii) The PITC shall first establish the “Eligibility” and then evaluate the technical Bids conforming the compliance of offered item’s technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any bid which shall not conform to the specified requirements.
- iv) During the technical evaluation no amendments in the technical bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. 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.
- v) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

### **3.3 Preparation of Bids**

#### **3.3.1 Documents Comprising of Bids**

- i) The bid shall comprise of bid forms, duly signed by the authorized personnel along with company stamp, and all those documentation that are prescribed for the eligibility of the bidders.
- ii) The Bidder shall complete the Bid Forms and an appropriate Price Schedule, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

#### **3.3.2 Bid Prices**

- i) The bidder shall quote unit prices and total price (inclusive of all taxes and duties where applicable) as per price schedule, prescribed in this bidding document, of goods/services, he proposes to supply under contract on FCS basis (Free delivery at PITC’s Store) basis. If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.
- ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to PITC.
- iii) Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected.
- iv) While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- v) Prices should be typed and printed on the bidder’s letterhead. Any alteration/correction must be initialed.



- vi) The bidder should quote prices of goods according to the technical specifications as provided in BOQ of this bidding document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

### **3.3.3 Bid Currency**

Prices shall be quoted in Pak Rupees.

### **3.3.4 Supporting Documents**

The bidder shall provide leaflets/brochures/catalogs of quoted products with the bid.

### **3.3.5 Bidders Eligibility Documents**

Bidder shall furnish, as part of its bid (with bid form & price schedule) the documentary evidence mentioned in eligibility criteria Section D for the bidder's eligibility and its qualifications to perform the contract if his bid is accepted:

- minimum three (03) years of experience in supplying of quoted items having proper Outlet/Office.
- duly authorized by Manufacturer/Principal of Leading Brands (Authorization Letter shall be provided).
- registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR.
- Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not black listed by any Government (Federal, Provincial or Local) or a public-sector organization (as per Annexure-A).

### **3.3.6 Bid Security**

- i) The bidder shall furnish, as part of its bid, a bid security @ 2% of the total quoted bid value in PKR, in the shape of pay order/demand draft/call deposit in the name of PITC, WAPDA House, Lahore. The unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.
- ii) The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed with in the 'Bid' sealed envelope.
- iii) The successful bidder's bid security shall be discharged upon successful delivery of goods, furnishing performance/bank guarantee and confirmation of performance/bank guarantee by PITC from the Bank of the successful bidder.
- iv) The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the contract or fails to provide a performance security (if any).

### **3.3.7 Bid Validity**

- i) The bid shall remain valid for 90 days after the date of opening of bid as prescribed by PITC. A bid having validity for a shorter period shall be rejected by PITC as non-responsive.
- ii) The PITC shall be under an obligation to process and evaluate the bid within 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.

- iii) The bidders who; (a) agree to the PITC request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

### **3.4 Submission of Bids**

#### **3.4.1 Sealing and Marking**

- i) Bidder shall seal the bid(s) in envelope.
- ii) The envelope shall: (a) be addressed to the PITC at the address, and (b) Bid Reference No. given, and a statement: 'DO NOT OPEN BEFORE' the time and the date specified, in the Invitation for Bids for opening of Bids.
- iii) If envelope is not sealed and marked as required, PITC shall assume no responsibility for the bid's misplacement or premature opening.
- iv) The bids must be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

**O/o Director General (ISDS), PITC**  
402, WAPDA House, Lahore  
Tel: 042-99202163, 042-99202211 Ext.2064

- v) Bids submitted through telegraph, telex, fax or email shall not be entertained.

#### **3.4.2 Submission Deadline**

- i) Bids must be submitted by the bidder and received by the PITC on/or before **1<sup>st</sup> April, 2019, 11:00 AM**. Bids received later than the time and date specified will stand summarily rejected.
- ii) The PITC, at its discretion, may extend the prescribed deadline for the submission of bids by amending bidding documents in accordance with sub-section 3.1.3, in which case all rights and obligations of PITC and bidders previously subject to the deadline shall thereafter be subject to deadline as extended.

#### **3.4.3 Submission Deadline**

Any bid received by PITC after the deadline for submission of bids prescribed by PITC pursuant to sub-section 3.4.2 shall be rejected and returned unopened to the bidder.

#### **3.4.4 Withdrawal of Bids**

- i) The Bidder may withdraw its bid after bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.
- ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder, pursuant to the sub-section 3.3.6.

### **3.5 Bids Opening and Evaluation**

#### **3.5.1 Open and Evaluation of Technical/Financial Bids**

- i) Bids received, shall be opened by PITC publicly in the presence of bidders or their representatives who may choose to be present on **1<sup>st</sup> April, 2019 11:30 AM**. No Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the bidders.
- ii) All Bidders in attendance shall sign an attendance sheet.
- iii) Prior to detailed evaluation, PITC shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically sub-section 3.3.3 and 3.4. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. PITC determination of a bid's responsiveness will be based on contents of the bid itself.
- iv) The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.
- v) The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue.
- vi) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the bidder, items bided for and unit prices and total amount of the bid (if applicable). PITC may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).
- vii) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
  - If there is a discrepancy between 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 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.

#### **3.5.2 Bids Rejection**

- i) PITC may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. PITC may 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.
- ii) Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.
- iii) Conditional or incomplete bid/bids shall be rejected.
- iv) Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.
- v) PITC incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.

- vi) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

### **3.5.3 Re-Bidding**

- i) If PITC rejected all bids in pursuant to sub-section 3.5.4, it may call for a re-bidding.
- ii) PITC 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.

### **3.5.4 Announcement of Evaluation Report**

- i) Announcement of Evaluation Report will be as per PPRA rules 2004.

### **3.5.5 Contacting Procurement Agency**

- i) No Bidder shall contact PITC on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of PITC, it should do so in writing.
- ii) Any effort by a bidder to influence PITC in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

## **3.6 Award of Contract**

### **3.6.1 Acceptance of Bid/Award Criteria**

The bidder, whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section D, being technically qualified and having lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the contract, within the original or extended period of bid validity.

### **3.6.2 Variation in Quantity**

The PITC reserves the right at/after the time of award of contract to increase or decrease, quantities of goods as originally specified in Schedule of Supplies without any change in unit price or other terms and conditions.

### **3.6.3 Performance Security**

- i) The successful bidder shall deposit performance security, as described in purchase order, 10% of the value of the purchase order in shape of bank draft or bank guarantee issued by any scheduled bank, in favour of PITC with minimum validity period until the expiry of warranty period, support period or termination of services or fulfillment of all obligations under contract whichever is later. The same shall be released after expiry of warranty period.
- ii) The performance security shall be payable to PITC in case if bidder fails to fulfil the obligations under the contract or violates any of the terms and conditions of the contract.

### **3.6.4 Notification of Award**

- i) Prior to the expiration of the period of bid validity, PITC shall issue purchase order on the successful bidder.

### **3.7 Goods Inspections**

#### **3.7.1 Inspection and Test**

- i) A joint inspection of the equipment being supplied shall be carried out by CEO (PITC) or his representative at firm's premises. The detailed physical examination of stocks will be carried out and any item if found not according to the approved technical specifications etc. will be rejected.

### **3.8 Packing of Goods Delivered**

#### **3.8.1 Packing & Accessories**

All the items to be provided in proper company packing with brochures and CDs.

### **3.9 Transportation**

#### **3.9.1 Transportation and Delivery Requirements**

- i) The bidder shall arrange transportation of Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- ii) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

## SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

### 4. Supplies of Equipment

#### 4.1 Equipment Delivery

The equipment shall be delivered and installed in accordance with the following schedule of requirements:

Sr.	Milestone	Time Period
1.	Supply of Equipment	Within one week from date of issuance of purchase order.

### 5. Late Delivery Penalty

#### 5.1 Liquidated Damages upon Late Delivery of Supplies

The supplies shall be delivered in accordance with the Purchase Order to be issued. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	07 days	07 days
With penalty @ 1% per day after 07 days of issuance of Purchase Order up to maximum of 7% of the total purchase order value.	07 days	14 days

#### 5.2 Failure to Delivery

Failure to supply items within stipulated time period will invoke a penalty as specified in sub-section 5.1; however, in case of failure to delivery, Call Deposit (CDR) amount may be forfeited and the company will be blacklisted and will not be allowed to participate in future tenders as well.

### 6. Terms of Payment

#### 6.1 Payment

Payment of equipment supplied will be made directly by PITC within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Invoice in triplicate having NTN.
- ii) GRN (Goods Receipt Note) issued by the PITC.
- iii) Inspection Certificate.
- iv) Warranty Certificate as per sub-section 7.1 (xii).
- v) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- vi) Non-payment certificate.
- vii) Performance Security Receipt Certificate (otherwise performance security will be deducted from the submitted invoice).



## SECTION D: EVALUATION CRITERIA

### 7. Evaluation Criteria

#### 7.1 Bidder's Evaluation Criteria

Bidder as a part of his bid shall provide the following depending upon applicability:

- i) Company Profile
- ii) NTN Certificate
- iii) GST Certificate
- iv) On Active Tax Payers List of FBR
- v) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
- vi) Minimum three (3) years' experience in supply and installation of 02 Ton split type ceiling cassette air conditioners along with all accessories (complete solution) along with list of clients to whom the bidder has done or been doing business during last 3 years along with their Names, Addresses and Phone Numbers.
- vii) Bid Validity period of 90 days.
- viii) Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry (Annexure-A).
- ix) Complete specifications with supporting document, brochures of the offered items. If specifications do not meet the tender requirements; offered material shall not be entertained.
- x) A certificate describing the guaranteed response time after a failure when the complaint is logged within the warranty period. The maximum expected down time should also be defined and must not be more than 48 hours (two days). In case machine remains down beyond that duration, the bidder must have the demonstrated capability to replace faulty equipment.
- xi) A clear written commitment to the effect that if any component of equipment supplied is damaged during warranty period it shall be replaced with the same or superior compatible component.
- xii) List of consumables/exclusives (where applicable) which are not covered under warranty.

#### 7.2 Bid's Evaluation Criteria

- i) Technical bids will be evaluated as per given criteria in sub-section 7.3.
- ii) The tender will be awarded to the financial lowest among technically qualified bidders.

#### 7.3 Technical Evaluation Criteria

The technical evaluation will be done on the basis of following parameters for eligibility of the bidder:

Sr.	Factors	Status
1.	Min 3 years of supplies and services experience	Mandatory



2.	duly authorized by Manufacturer/Principal of Leading Brands (Authorization Letter shall be provided)	Mandatory
3.	Valid Income Tax Registration	Mandatory
4.	Valid General Sales Tax Registration (Active with FBR)	Mandatory
5.	Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry (Annexure-A)	Mandatory
6.	Compliance to technical specifications of tendered goods	Mandatory
7.	Compliance to schedule of supplies	Mandatory
8.	Warranty certificate (sub-section 7.1 (xii))	Mandatory
9.	Technical Responsiveness of Quoted Items	Mandatory



**ANNEXURE-A: AFFIDAVIT OF LEGITIMATE BIDDER**

**Undertaking**

We, [**Name and Address of Bidder**], do hereby declare on solemn affirmation that:

- I. We have not been black listed from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 3 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that PITC shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We understand that PITC shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/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 Bidders of the grounds for the PITC's action, and without thereby incurring any liability to the Bidder and the decision of the PITC shall be final
- VI. We certify that prices quoted to PITC against Tender Lot-A are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess

Dated\_\_\_\_\_.

**BIDDER:**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Designation\_\_\_\_\_

Address \_\_\_\_\_

**WITNESSES:**

Signature\_\_\_\_\_

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

CNIC # \_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_



**LOT A: TECHNICAL SPECIFICATIONS – AIR CONDITIONERS**

<b>AIR CONDITIONERS</b>					
<b>Brands:</b> Diaken/Gree/Kenwood/Dawlance/Hier/Orient/Pell/Sabro/LG/ Mitsubishi or Equivalent internationally recognized brands				<b>On FCS Basis</b>	
<b>Sr.</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Est. QTY</b>	<b>Unit Rate (PKR)</b>	<b>Total Cost (including installation) (PKR)</b>
A-1	Air Conditioner	Supply & Installation of Split Type Ceiling Cassette Air Conditioners	6		
	Capacity	02 Tons			
	Cooling Capacity	24000 BT			
	Accessories	All Accessories (Remote Control etc.)			
	Copper Pipe	Per Foot			
	Power Cable	Per Foot			
	Installation Charges	Per Foot			
	Warranty/Support	03 year comprehensive OEM warranty/support			

## ANNEXURE-B: BID FORMS

### **Bid-Form: 1 – Letter of Intention**

Bid Ref No. {Add Tender No}

**Letter of Intention**

{Add Date of Technical Bid Opening}

Name of the Contract: {Add name}

To: [Director General ISDS, PITC, WAPDA House, Lahore]

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid 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 Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements of the bidding documents and have duly provided bid security @ 2% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of **Chief Executive Officer, PITC, Lahore** with our Financial Bid.

Dated this [insert: number] day of [insert: month], [insert: year].

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

## **Bid-Form: 2 – Performance Guarantee**

### **Performance Guarantee**

To:[PITC]

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

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10 % of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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\_\_\_\_\_, 2020.

Signature and Seal of the Guarantors/Bank

Address

Date





## ANNEXURE-C: GENERAL CONDITIONS OF CONTRACT

<b>1. Definitions</b>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(a) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li> <li>(b) "The Goods" means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(c) "The Services" means those services ancillaries to the supply of the goods, such as transportation of goods up to the desired destinations and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.</li> <li>(d) "GCC" means the General Conditions of Contract contained in this section.</li> <li>(e) "SCC" means Special Conditions of the Contract.</li> <li>(f) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.</li> <li>(g) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</li> <li>(h) "Day" means calendar day.</li> </ul>
<b>2. Application</b>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<b>3. Inspections</b>	<p>3.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.</p> <p>3.2 Nothing in GCC Clause 3 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<b>4. Packing</b>	<p>4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract.</p>
<b>5. Delivery</b>	<p>5.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and SCC.</p>
<b>6. Transportation</b>	<p>6.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country.</p>

<b>7. Warranty</b>	<p>7.1 The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.</p> <p>7.2 This OEM warranty shall remain valid till its expiry (as specified in SCC) after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.</p> <p>7.3 The Purchaser/Indenter shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>7.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p>
<b>8. Payment</b>	<p>8.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC.</p> <p>8.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>8.3 The currency of payment is Pak. Rupees.</p>
<b>9. Prices</b>	<p>9.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.</p>
<b>10. Contract Amendments</b>	<p>10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>11. Assignment</b>	<p>11.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.</p>
<b>12. Delays in the Supplier's Performance</b>	<p>12.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p>
<b>13. Force Majeure</b>	<p>13.1 Notwithstanding the provisions of GCC Clauses 12 the Supplier shall not be liable for forfeiture of its bid security, 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.</p> <p>13.2 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 Purchaser in its sovereign</p>

	<p>capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>13.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.</p>
<b>14. Applicable Law</b>	14.1 The Contract shall be interpreted in accordance with the laws of the country as specified in SCC.
<b>15. Taxes and Duties</b>	15.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

## ANNEXURE-D: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>Definitions (GCC Clause 1)</b>	GCC 1.1 (f) – <b>The Purchaser/Indenter is:</b> PITC GCC 1.1 – <b>The Project Site is:</b> PITC
<b>Inspections (GCC Clause 3)</b>	GCC 3.1 – The equipment, which does not meet the technical specifications, can be rejected and the bid can be declared as technically nonresponsive.
<b>Packing (GCC Clause 4)</b>	GCC 4.1 – <b>The following SCC shall supplement GCC Clause 4.1:</b> The bidder shall deliver the supplies at the destination in scratch less condition with all the manufacturer supplied accessories.
<b>Warranty (GCC Clause 7)</b>	GCC 7.2 – In partial modification of the provisions, OEM warranty period of the supplied goods which shall be 12 (Twelve) months or 3 (Three) Years, as per BOQ, from the date of acceptance of the supplies. GCC 7.4 – <b>The period for correction of defects in the warranty period is</b> 15 (Fifteen) days.
<b>Payment (GCC Clause 8)</b>	GCC 8.1 – <b>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</b> Payments shall be made promptly by the Purchaser in Pak. Rupees, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, complete in all respects, with all documents as per clause 6.1 of the tender document.
<b>Prices (GCC Clause 9)</b>	GCC 9.1 – <b>Prices shall be:</b> Fixed.
<b>Notices</b>	<b>Purchaser’s address for notice purposes:</b> PITC <b>Supplier’s address for notice purposes:</b> Office of the successful bidder against item(s) as per BOQ.