

# TENDER DOCUMENT

FOR

## Complete Overhauling of Water Purification Plant at Punjab Seed Corporation Seed Processing Plant Khanewal

### **SPECIAL INSTRUCTIONS**

- No cutting, erasing is allowed in the Tender Document/bid.
- Bid offered strictly in accordance with the bid document will only be accepted
- ***This is for strict compliance***

**PUNJAB SEED CORPORATION**  
**Seed Processing Plant**  
**Khanewal**

Tel: 065 2680151

Fax: 065 2680062

Web:

[www.psc.agripunjab.gov.pk](http://www.psc.agripunjab.gov.pk)



No. PSC/KWL/JDP/19/  
**Punjab Seed Corporation**  
Pirowal, Khanewal  
Dated: 19-10-2019

Tele: 065 2680151  
Fax: 065 2680062

### **INVITATION FOR BID**

Sealed bids are invited in accordance with Rule-25 & 38 of the Punjab Procurement Rules, 2014 (single stage-one envelope procedure) from the original manufacturers, contractors, suppliers, dealers, distributors, traders, stockists, vendors and authorized agents (registered with the Income Tax and the Sales Tax Departments) for the supply of the following items at the consignee end.

Sr. #	Description	Quantity	Unit	Estimated cost (Rs.)
1.	Complete Overhauling of Water Purification Plant at PSC Plant Pirowal, Khanewal	1	Nos	237,000/-

- Interested parties, firms and persons can obtain the tender documents containing pertinent details, specifications, description, quantities, place of delivery, consignment schedule and other conditions of procurement/supply, to be procured under this tender from the office of the undersigned by submitting a written request on the company letter head after payment of a non-refundable tender price of **Rs.500/-** (Rupees Five Hundred only) in the form DD/PO/CDR by or before **05.11.2019**. Tender documents can also be downloaded from the websites [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) or on PSC website [www.psc.agripunjab.gov.pk](http://www.psc.agripunjab.gov.pk). In case of downloaded documents, tender fee must be attached in the form of DD/PO/CDR at the time of submission of the bid, failing which the bid shall not be entertained.
- Sealed tender must be delivered at the given address before **05.11.2019 at 11:00 AM**. The same will be opened at **11:30 AM** on same day in presence of representative of firms who may wish to attend.
- Tender documents must be accompanied by earnest money in the form of a CDR/DD/PO @ **5%** of the estimated cost from a scheduled bank in favour of the Punjab Seed Corporation.
- Further details can be obtained from the office of the undersigned during office hours on all working days.

**Joint Director Processing**  
Punjab Seed Corporation  
Pirowal, Khanewal  
Ph.065-2680151  
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## Introduction

This bidding document has been developed specifically for the purchases and procurements of goods and services by or for the Punjab Seed Corporation (PSC) and may not be applicable to other establishments.

In order to simplify the procedure; but not to comprise quality, objectivity, cost-effectiveness, time effectiveness, ease of participation and free and fair competition by the prospective bidders; the bidding document has been divided into various sections and sub-sections. **Section-1** is the Invitation to bids. **Section-2** contains the definitions applicable to the tender document and the bidding process. **Section-3** is the general conditions of bidding. **Section-4** details the procedure for submission of bids. **Section-5** is about opening and evaluation of the bids. **Section-6** relates to award of contract to successful bidders. **Section-7** describes the miscellaneous terms and conditions of biddings.

The tender document also has certain annexes. **Annex-1** is the schedule of technical specifications applicable to the intended goods, stores and services. **Annex-2** is the delivery schedule. **Annex-3** is the bid proforma to be filled in by the participating bidders. **Annex-4** is the bid price schedule to be filled in by the participating bidders. **Annex-5** is the undertaking to be submitted by the prospective bidders and **Appendix-1** is a specimen of the contract agreement that may be executed between the Purchaser and the successful bidder, if so agreed between them.

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## Section-1

### Invitation to Bid

<b>Tender For</b> <b>Complete Overhauling of Water Purification Plant</b> <b>at Punjab Seed Corporation Seed Processing Plant</b> <b>Khanewal (PSC)</b>	
<b>Time &amp; Date of Receipt of Bids:</b>	<b>11:00 AM on 05.11.2019</b>
<b>Time &amp; Date of Opening of the Bids:</b>	<b>11:30 AM on 05.11.2019</b>

*Note: This invitation to bids is only for Procurement of spare parts alongwith its service/replacement for complete overhauling of water purification Plant as are mentioned in this tender document and the tender notice published on the website of the Punjab Seed Corporation (PSC) and the Punjab Procurement Regulatory Authority (PPRA) on 19.10.2019 under the authority of the Managing Director, PSC.*

Whereas, the Punjab Seed Corporation intends to procure **spare parts alongwith its service/replacement for complete overhauling of water purification plant** at the Seed Processing Plant Khanewal by calling open competitive tenders from the interested original manufacturers, contractors, suppliers, dealers, distributors, traders, stockists, vendors and sole agents (registered with the Income Tax and the Sales Tax Department) for the supply and services.

Now, the Punjab Seed Corporation (hereinafter also referred as the "**Purchaser**") invites sealed bids from the eligible bidders for the supply of the above items as per the Schedule of Technical Specifications annexed to this invitation to the tenders and subject to the conditions as laid down in this bid document, in accordance with the provisions of the Punjab Procurement Rules (PPRA), 2014.

#### **1.0: Applicable Conditions:**

1. Bidding will be conducted through a competitive bidding process in accordance with the Punjab Procurement Regulatory Authority Act, 2009 and as laid down in the Punjab Procurement Rules, 2014. Participation will be open to all the interested bidders who fulfil the requisite qualifications of participation.
2. Interested bidders can purchase a complete set of the bidding document from the address given below by presenting a written application on their official letterhead and upon **DD/CDR/PO** of a non-refundable fee as mentioned in the advertisement notice. The document can also be downloaded from the website of the Punjab Seed Corporation <[www.psc.agripunjab.gov.pk](http://www.psc.agripunjab.gov.pk)> and the Punjab Procurement Regulatory Authority at <[ppra.punjab.gov.pk](http://ppra.punjab.gov.pk)> as well as official portal of Government of the Punjab at <[tenders.punjab.gov.pk](http://tenders.punjab.gov.pk)>. However, in case of participation through a downloaded document, the bidder will have to **pay the cost of the document in shape of DD/CDR/PO** at the time of submission of the bid, otherwise his bid will not be entertained.
3. Bids must be submitted only and only in properly sealed envelopes. Open envelope bids will be rejected straightaway.
4. No bids will be accepted after the prescribed time and date of submission.
5. Tender documents along with supporting documents, if any, will be opened as per the schedule given in the advertisement notice in the presence of the bidders or their authorized representatives who choose to attend the opening ceremony. The proceeding will not halted merely on account of absence or missing of a bidder or representative of the participating entity.
6. Conditional or incomplete tenders or the bid documents that are not in accordance with the PPRA Rules, 2014 or the tenders without earnest money will not be accepted and considered for evaluation.
7. Competent authority reserves the right to reject or accept any or all of the tenders without assigning any reason thereof.
8. Bidders might be asked to deposit a non-refundable sum to be specified by the Purchaser as the "Processing Fee" for scrutinizing their bid papers at any time before or after opening of the bids.
9. Bidders will submit their offers on the prescribed Bid Proforma attached to this invitation to bids and shall sign the certificate and the undertaking as given in this document to the effect that the stores shall be supplied exactly in accordance with the requirements specified in the tender document. In case of any difference or deviation of the specifications, the bidder shall clearly

state the extent of such deviation in his bid papers, otherwise it will be presumed that the offer is strictly in accordance with the requirements and specifications of the Purchaser.

10. Tender document must be accompanied by earnest money in the form of a CDR/DD/PO @ **5%** of **the estimated Price** by the bidder from a scheduled bank in favour of the Punjab Seed Corporation. Tenders without earnest money will be rejected straightaway.
11. Bid documents, complete in all respects, must be delivered at the below given address at the specified time in the specified manner. Bids received after the cut-off time and date will not be entertained.
12. The period of validity of the offer will be at least sixty (**60**) **days** from the date of opening the bids and may be extendable by the bidder on request of the Purchaser without any additional liability.
13. Place of consignment and the delivery period shall be as specified in the supply order to be issued to the successful bidder(s) and the contract agreement, if any.
14. Failure to submit the bid in the manner prescribed in this invitation to bids may result in rejection of the bid as being a non-responsive bid.
15. The Purchaser does not pledge himself necessarily to accept the lowest bid and reserves to himself the right of accepting a bid in accordance with his evaluation criteria regardless of the lowest quoted price. The Purchaser may also vary the quantity of the goods up to **15%** of the advertised quantity to be supplied and in such a case, the bidder shall supply the same at the quoted rate.
16. In case of a composite tender notice for different items at a time, the bidders shall be at liberty to quote for anyone or all the items and further to quote for either the full or the part tender.
17. The contract agreement, if any, resulting from this invitation to bids shall be governed by and subject to the general and the special conditions of contract as are agreed to and signed by the Purchaser and the Supplier, and shall also be subservient to the terms and conditions governing contracts for supplies as contained in the PPRA Rules 2014 and the general provisions of the Contract Act, 1940 as applicable.
18. A bidder quoting in pursuance to this Invitation to Bids shall be deemed to have read and understood the conditions thereof and the particulars of the goods, stores or services required by the Purchaser and their specifications, etc.

Interested and eligible bidders may obtain further information from the Office of the Joint Director Processing, Punjab Seed Corporation Khanewal during office hours from **08:00 AM to 03:00 PM** on any working day by or before **05.11.2019**.

**Joint Director Processing**  
Punjab Seed Corporation  
Pirowal, Khanewal  
Ph.065-2680151  
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Email: [pscpirowal@gmail.com](mailto:pscpirowal@gmail.com)

## Section-2

### Definitions

In this document, the following terms shall be interpreted as defined below:

1. **"Bidder"** means the person, firm, party or the entity participating in the bidding process and offering to supply the goods, stores and services as demanded by the Purchaser.
2. **"Bid Price"** means the price quoted by the bidder in the bid papers submitted by him.
3. **"Contract"** means the agreement entered into between the Purchaser and the supplier, as recorded in the contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
4. **"Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
5. **"Day"** means a calendar day.
6. **"Goods"** means all equipment, machinery and other materials, which the supplier is required to supply to the Purchaser under the contract.
7. **"Month"** means a calendar month.
8. **"Purchaser"** means the Punjab Seed Corporation or its subordinate entities.
9. **"Services"** means the services ancillary to the supply of the goods, such as shipment, pre-shipment inspection, transportation and insurance, 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.
10. **"Supplier"** means the individual or firm supplying the goods and services under the contract and the supply order.

## **Section-3**

### **General Conditions of Bidding**

Bidding will be governed by the terms and conditions as mentioned in this section.

#### **: Cost of Bidding**

All substantial and incidental costs in connection with preparation and submission of the bid as well as all other expenses incidental to the process shall be borne exclusively and solely by the prospective bidder. The Purchaser, in no case, will be responsible or liable for any costs borne by a prospective bidder regardless of the outcome of the bidding process. Claims on this account will not be entertained at any cost.

#### **: Tender/Bid Document**

- i). Bids can be offered only on the bidding documents bought from the Purchaser or downloaded from the website. The bidding documents may include the following:
  - (a) Invitation to bids
  - (b) Bid document containing the general and the special conditions of bidding
  - (c) Schedule of Technical Specifications
  - (d) Bid proforma
  - (e) Bid Price Schedule
  - (f) Certificate and undertaking from the bidder
  - (g) Technical literature, data, catalogues, and brochures etc., submitted by the bidder
- ii). Bidders are expected to have examined all instructions, terms, conditions and the specifications as mentioned in or attached to the bidding documents, before submitting the bid documents. Failure to furnish the information as required in the bidding documents or submission of a bid deviant from the bidding documents may result in rejection of the bid.

#### **: Clarifications Concerning Bidding**

A prospective bidder requiring any clarification of the bidding documents may apply in writing or can contact the Purchaser by any of the modes of communications mentioned in the bid document (e.g., telephone, fax, email).

#### **: Amendments into Bidding Documents**

- i). At any time prior to the deadline for submission of bids, the Purchaser, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by incorporating necessary amendments therein.
- ii). All the prospective bidders who have obtained the bidding documents by that time will be duly notified by any of the available and the most expedient means of communication of these amendments in the bidding documents. Thenceforth, the amendments shall be binding on them. iii). In order to allow reasonable time to a prospective bidder to take note of the amendments in preparing his bid, the Purchaser, at its discretion, may extend the deadline for the submission of bids. Notification of such an extension in submission of the bids shall be publicized as per the prescribed procedure.

#### **: Bid Papers**

- (i) The bid papers to be prepared and submitted by the prospective bidders will comprise the following components:
  - a) Duly purchased or downloaded bid document;
  - b) Bid proforma, duly filled in and signed in accordance with the instructions and other conditions of bidding;
  - c) Bid Price Schedule, duly filled in and signed in accordance with the instructions and other conditions of bidding;
  - d) Documentary evidence that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted including an undertaking that the bidder is not blacklisted by any public authority or is in litigation with a public authority;
  - e) Documentary evidence that the goods and ancillary services to be supplied by the bidder conform to the specifications as given in the bidding documents or as notified by the Government of the Punjab from time to time;
  - f) Bid security (earnest money) in the form of a CDR in favour of the Purchaser issued by an authorized bank;
  - g) Receipt of purchase of the bid documents or receipt of payment in lieu thereof in case of download;
  - h) Documentary evidence establishing the relationship of principal and agent in case of goods of foreign origin or where the bidder himself is not the manufacturer (e.g., third party



manufacturing) including undertaking of liability by the principal or the original equipment manufacturer (OEM); and

- i) Certificate and undertaking in the requisite format to the satisfaction of the Purchaser

#### **: Description of the Goods**

The goods and services required, the bidding procedures and the terms of the contract would be the ones as are prescribed in this bidding document. The specifications and other description of the goods and services will be as mentioned in the Section on Technical Specifications of these bid documents.

#### **: Bid Prices**

- i). Bidders shall indicate both unit prices (where applicable) and total bid price of the goods and services they offer to supply on the bid proforma and the price schedule.
- ii). Prices indicated on the bid Proforma shall be inclusive of all applicable governmental taxes, duties, insurance, other incidental and applicable charges, if any.
- iii). Bidders shall furnish undertaking that they have not supplied the same goods to another public authority or a governmental purchasing agency, during the current financial year, on a price lower than the one they have quoted in the instant bid.
- iv). Prices quoted by a bidder shall remain valid for the entire validity period (including the extension thereof, if any) and all during the bidder's performance of the contract and shall not be subject to variation on any account, unless otherwise specified in the contract agreement.
- v). A conditional, contingent, adjustable or fluctuating bid price will be treated as invalid bid price and shall be liable to rejection straight away.
- vi). All prices will be quoted in Pakistani Rupees and in no other currency.
- vii). Prices must be quoted in both words and figures. In case of variance between the two, the price quoted in words shall take precedence and will be treated as the quoted bid price.

#### **: Documents Establishing Bidder's Eligibility and Qualification**

- i). A bidder shall furnish, as part of its bid papers, the necessary documents establishing the bidder's eligibility and qualifications to bid and to perform the contract, if his bid is accepted, to the entire satisfaction of the Purchaser.
- ii). In case the bidder is offering to supply the goods, which the bidder does not manufacture or produces otherwise, it shall furnish an authorization from the goods' original manufacturer or the producer that the bidder is authorized validly to bid and supply the goods. Such an authorization shall clearly mention that the manufacturer or the producer, as the case may be, will have the ultimate responsibility with respect to quality of the goods.
- iii). The bidder shall furnish necessary proof of possessing the financial and the technical capability necessary to perform the contract.

#### **: Documents Establishing Eligibility and Conformity of the Goods**

- i). The documentary evidence of conformity of the goods and services to the specifications mentioned in the bidding documents may be in the form of literature, drawings and data, and may consist of:
  - (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices etc., necessary for the proper and continual functioning of the goods for a period to be specified in the bid documents following commencement of the use of the goods by the Purchaser; and
  - (c) A statement showing conformity of the goods to the specifications advertised by the Purchaser as well as a statement of deviations and exceptions to the technical specifications, if any.

#### **: Bid Security / Earnest Money**

- i). The bidder shall furnish, as part of its bid, a bid security or earnest money in the amount specified in the advertisement notice and or the bid document.
- ii). In case of non-compliance or non-performance of the contract, the bid security or the earnest money shall be liable to forfeiture to cover for the risk associated with bidder's non-performance.
- iii). The bid security / earnest money shall be in Pakistani rupees in the form of a deposit-at-call receipt (CDR)/PO/DD in favour of the Purchaser issued by a scheduled bank and shall be valid for the period, beyond the validity of the bid, as is specified by the Purchaser in the contract agreement.
- iv). A bid not accompanied by valid bid security or earnest money will be rejected.
- v). Bid security of the unsuccessful bidder(s) will be discharged or returned as promptly as possible after completing the necessary formalities.

- vi). Bid security of the successful bidder may be adjusted into the performance guarantee required to be furnished by the bidder, if any. Else, the bid security will serve as guarantee for successful completion of the contract, even if it is not specifically mentioned so in the contract agreement or the bid document.
- vii). The bid security will be liable to forfeiture in the following circumstances:
  - (a) If a participating bidder withdraws his bid during the bid validity period as specified in the bid document; or
  - (b) If a successful bidder, to whom acceptance of bid is conveyed, fails to sign the contract or does not furnish the requisite performance guarantee.

**: Period of Validity of Bids**

- i). Bids shall remain valid for the entire period specified in the tender document. The validity period shall be reckoned from the date of opening of the bids. A bid valid for a period shorter than the requisite validity period will be liable to rejection.
- ii). In exceptional circumstances, the Purchaser may solicit the bidder's consent to extension of the period of validity. Such a request will be made and replied in writing.
- iii). A bidder may refuse the request for extension in validity period. Such a refusal shall not render his bid security liable to forfeiture.
- iv). In case of extension of the validity period, the bid security will also stand extended automatically.
  
- v). Extension in the validity period, however, will not entitle the bidder to modify his bid or incorporate changes to his bid.

**: Format and Signing of the Bid**

- i). Bids shall be typed or written in indelible ink and shall be signed and sealed by the bidder or a person duly authorized to bind the bidder to the contract. All pages of the bid, except for the printed literature, if any, shall be initialed by the person signing the bid.
- ii). Any interlineations, erasure, strike-through, cutting, or overwriting shall be valid only if they are initialed by the person or persons signing the bid and bear the date of such correction under his initials.

## Section-4

### Submission of Bids

#### **: Sealing and Marking of Bids**

- i). If separate financial and technical proposals have been invited, the bidder shall seal the financial and the technical proposals in separate envelopes, duly marking the envelopes as "**Financial Proposal** " and "**Technical Proposal**". The envelopes shall then be sealed in an outer envelope.
- ii). Both inner and outer envelopes shall be addressed to the Purchaser along with reference to the tender notice and a warning "**Do Not Open Before the Due Date**" and "**To Be Opened By Authorized Person only**" or alike inscription.
- iii). The inner envelopes shall also bear the name and address of the bidder to enable the bid to be returned unopened in case it is so required.
- iv). If the outer envelope is not sealed and marked, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

#### **: Deadline for Submission of Bids**

- i). Bids must be delivered to the Purchaser at the Purchaser's address notified in the advertisement by or before the time and date fixed for receipt of bids.
- ii). Any bid submitted or received after the time and date fixed for submission of the bids will not be considered.
- iii). The Purchaser, however, may extend the deadline for submission of the bids; in which case all rights and obligations of the Purchaser and the bidder as are subject to the previous deadline will thereafter be subject to the deadline as extended. Any extension in the date of submission of the bids shall be duly notified to all the bidders and the public, if so needed.

#### **: Modification and Withdrawal of Bids**

- i). Withdrawal of the bids after the deadline for submission of bids will not be allowed under any circumstances.
- ii). No modification in the contents of the bid will be allowed to any bidder after submission and opening of the bids, except to the extent of typographical errors.
- iii). A bidder, however, under a written request, may modify or withdraw its bid before the time and date of submission of the bids without entailing any liability.
- iv). Notice for modification or withdrawal shall be prepared, sealed, marked, and presented in accordance with the prescribed procedure but not later than the deadline for submission of bids.
- v). No bid may be withdrawn in the intervening period between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of the bid security/earnest money.
- vi). If the Purchaser does not make a decision regarding acceptance or rejection of the bid during the validity period, a bidder may withdraw its bid upon expiry of the validity period unless it is extended by him without entailing any penalty of forfeiture.

## **Section-5**

### **Opening and Evaluation of Bids**

#### **: Opening of Bids**

- i). Bids will be opened at the time and date notified in the advertisement of inviting bids, in the presence of the bidders themselves or their authorized representatives, whosoever chooses to attend. The persons attending the bid opening shall mark their presence on the attendance sheet evidencing their participation.
- ii). Bidders' names, bid modifications or withdrawals, bid prices, discounts, presence or absence of requisite bid security/earnest money, special conditions and such other details, as the Purchaser at its discretion may consider appropriate, may be announced at the opening.
- iii). Bids not qualifying the requisite criteria and other necessary conditions of participation as well as the late bids shall be rejected.
- iv). Modifications and changes, that were filed before opening of the bids may, at the discretion of the Purchaser, form part of the bidding documents and shall also be made known to the participants.
- v). The Purchaser will prepare and record the minutes and proceedings of the bid opening.
- vi). after the evaluation and approval of the technical proposals, the purchaser shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period.

#### **: Clarification of Bids**

During evaluation of the bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. However, no change in the prices or substance of the bid shall be sought, offered, or permitted.

#### **: Preliminary Examination of Bids**

- i). Prior to the detailed evaluation, the Purchaser may determine conformity of the bids to the terms and conditions of participating in the bidding. Deviations from or objections or reservations to critical provisions, such as those concerning bid security, taxes and duties, will be deemed to be a material deviation. The conformity will be determined based on contents of the bid itself without recourse to extrinsic evidence.
- ii). The Purchaser will examine the bids to determine whether they are complete, or whether any computational errors exist, or whether required sureties have been furnished, or whether the bid documents have been properly signed, and whether the bids are generally in order.
- iii). Arithmetical errors will be rectified on the following basis:
  - (a) 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.
  - (b) If there is a discrepancy between words and figures, the amount in words will prevail.
- iv). If a bidder does not accept the correction of the errors, its bid will be rejected, and the bid security / earnest money may be forfeited.
- v). The Purchaser may waive or ignore any minor informality, nonconformity, discrepancy, or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any of the bidders.
- vi). If a bid is not in conformity to the terms and conditions of bidding, it will be rejected and shall not be entertained even if the bidder corrects the nonconformity.

#### **: Evaluation and Comparison of Bids**

- i). The bids will be examined in two separate steps of conformity to general conditions of bidding or conformity to the specifications or the technical evaluation and the financial evaluation.
- ii). The evaluation of bids will be in the manner as given in rules 38 of the Punjab Procurement rules 2014.
- iii). Preliminary examination regarding general conformity of the bids shall be followed by a detailed comparative evaluation and relative grading or ranking of the successful bids.
- iv). The financial comparison shall be based on the price offered by the participating bidders. Such price may include all substantive costs, duties and taxes paid or payable, cost (and availability) of spare parts, servicing costs, and other incidental expenses
- v). In addition to the quoted bid price, financial evaluation and comparison may take into account one or more of the following factors:
  - a. Cost of transportation, insurance premium, and other costs incidental to delivery of the goods /services to their final destination or place of consignment;

- b. Delivery schedule offered in the bid;
  - c. Deviations in payment schedule from that specified in the conditions of contract;
  - d. Cost of components, mandatory spare parts, and service;
  - e. Capability to perform the contract diligently and satisfactorily.
  - f. Performance and productivity of the equipment offered.
- vi). The bids will be subjected to a detailed technical evaluation with respect to their technical specifications, literature, and performance, etc.
- vii). Bids qualifying both the financial and technical evaluation shall only be the successful bids. However, being a successful bid would not vest any right into the bidder to claim acceptance of the bid and issuance of supply order, which is a sole prerogative of the Purchaser

**: Contacting the Purchaser**

- i). From the time of bid opening to the time of award of the contract, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- ii). Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or award of contract may result in rejection of the bid of that particular bidder beside any legal action that the competent authority may deem appropriate under the circumstances.

## **Section-6**

### **Award of Contract**

#### **: Capability of the Bidder to Perform the Contract**

- i). Before awarding the contract, the Purchaser, in lieu of prequalification, may determine to its satisfaction whether the bidder who is offering the lowest bid is capable to perform the contract diligently and satisfactorily.
- ii). Determination of capability to perform the contract may take into account the bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications as are submitted by the bidder as well as such other information as the Purchaser deems necessary and appropriate.
- iii). A negative determination may result in rejection of the bidder's bid and the Purchaser may proceed to the next lowest bid to make a similar determination of the next bidder's capabilities to perform satisfactorily.

#### **:Award Criteria**

The Purchaser will award the contract only to the successful bidder whose bid has been determined to be substantially in conformity to the terms and conditions of the bid and has been determined to be the lowest evaluated bid based on financial and technical evaluation combined. Provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

#### **:Purchaser's Right to Vary Quantities at the Time of Award of Contract**

The Purchaser reserves the right to increase or decrease the quantity of goods and spares originally specified in the bid document without any change in unit price or other terms and conditions, at the time of award of contract to the successful bidder.

#### **:Purchaser's Right to Accept any Bid and to Reject Any or All Bids**

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders.

#### **: Provisional Acceptance of Bid and Notification Thereof**

- i). Prior to expiry of the bid validity period, the Purchaser will notify the successful bidder in writing of the acceptance of the bid and asking him to submit performance guarantee, if any.
- ii). Upon the bidder's furnishing of the performance security, if any, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful bidder and will also discharge bid security of the unsuccessful bidders.
- iii). If a bidder wishes to know the grounds on which its bid was not selected, it can do so in writing by addressing its request to the Purchaser. The Purchaser will promptly respond in writing to such a query by an unsuccessful bidder.

#### **: Signing of the Contract**

- i). The Purchaser, alongwith the acceptance letter, either may send to the successful bidder or may ask him to furnish a typed contract agreement between the parties in the form and language approved by the Purchaser. Such a contract will determine the rights and liabilities of the parties to the contract.
- ii). The successful bidder shall sign the contract in the witness of two witnesses and shall submit it to the Purchaser alongwith any performance guarantee and other documents, if any, within the time specified in the offer of acceptance of the bid.

#### **:Performance Guarantee**

- i). If so demanded, the successful bidder will furnish performance security in the form and the mode acceptable to the Purchaser within the stipulated time.
- ii). In no case, the performance security shall exceed 10% of the contract price.
- iii). Failure of the successful bidder to furnish the performance guarantee and other mandatory conditions may lead to annulment of the award and forfeiture of the bid security/earnest money and the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

### **: Corrupt and Fraudulent Practices**

- i). "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the Purchaser or his controlling authorities or his subordinates at any stage of the procurement process or in contract execution; and
- ii). "Fraudulent practice" means a misrepresentation of the true facts in order to influence the procurement process or execution of a contract to the detriment of the Purchaser. Fraudulent practice includes collusive practice among the bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- iii). A bid will be liable to rejection if it is found that the bidder who was selected for award had used corrupt or fraudulent practices in competing for the contract at any time.

### **:Blacklisting and Disqualification**

Engaging into corrupt and fraudulent practices may make a bidder blacklisted and ineligible, either indefinitely or for a stated period, to participate in the bids himself or through an agent. A bidder blacklisted by any other public authority shall also be disqualified from participating in the bids called by the Purchaser.

## **Section-7**

### **Miscellaneous Terms and Conditions**

#### **7.1. Applicable Standards and Specifications**

The goods to be supplied shall conform to the standards and specifications mentioned in the Technical Specifications and if no applicable standard is mentioned, then to the authoritative standards appropriate to the goods notified or accepted by any department, agency, organization, or institution of the Government of the Punjab (GoPb). The authoritative standards shall be the latest ones issued by the concerned institution of the GoPb.

#### **: Patents and Copyrights**

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patents, trademarks, or industrial design rights arising from use of the supplied goods or any part thereof.

#### **: Performance Security**

- i). The successful bidder shall furnish to the Purchaser a performance security in the amount, mode, and manner to the satisfaction of the Purchaser within the time period stipulated in the provisional offer of acceptance of the bid.
- ii). The performance security shall stand as collateral and shall be realized by the Purchaser towards compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- iii). Upon successful completion of the contract performance and other obligations under the contract by the supplier and by completing one year, the Purchaser may discharge return the performance security to the supplier, pursuant to a written request of the supplier in this behalf.

#### **: Inspections and Tests**

- i). The Purchaser or his representative shall have the right to inspect or to test the goods to ascertain their conformity to the specifications at no extra cost to the Purchaser. The Purchaser may specify what inspections and tests the Purchaser would require and where they would be conducted. The Purchaser will notify the supplier in writing, in a timely manner, of the identity of his representative deputed for the purpose.
- ii). Inspections and tests may be conducted at any place including the premises of the supplier or his subcontractor(s), point of delivery and or the goods' final destination. If conducted on the premises of the supplier or his subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- iii). Should any inspected or tested goods fail to conform to the specifications, the Purchaser may reject the goods, and the supplier shall either replace the rejected goods or make necessary alterations into them to meet the specifications and requirements free of cost to the Purchaser.
- iv). Purchaser's right to inspect, test, and where necessary to reject the goods, after their delivery to the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods' consignment.
- v). Nothing under the above sub-clauses shall in any way absolve the supplier of any warranty or other obligations under this contract.

#### **: Packing**

- i). 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 indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- ii). The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and even the instruction given by the Purchaser subsequent to the contract agreement.



### **: Delivery of Goods**

Delivery of the goods shall be made by the supplier in accordance with the terms specified in the bid document/contract agreement.

### **:Insurance**

The goods supplied, where so required, shall be insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in accordance with the terms of the contract agreement and in the manner specified by the Purchaser.

### **: Transportation**

Where the supplier is required to deliver the goods at the final destination, transportation of the goods, including cost of loading and unloading, shall be arranged and paid for by the supplier, and would be deemed included in the bid price quoted by the supplier.

### **: Incidental Services**

- i). The supplier may be required to provide any or all of the following services, including additional services, if any:
  - (a) Performance or supervision of on-site assembly and/or start-up of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the Purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- ii). Prices charged by the supplier for incidental services, if not included in the bid price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### **: Spare Parts**

- i). The supplier may be required to provide any or all of the spare parts manufactured or distributed by the supplier as the Purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract.
- ii). In the event of cessation or termination of production of the spare parts, the supplier would give advance notification to the Purchaser of the termination, allowing sufficient time to the Purchaser to procure needed requirements.
- iii). In case of cessation or termination of production or distribution, furnish blueprints, drawings, and specifications of the spare parts, if requested, at no cost to the Purchaser.

### **: Warranty**

- i). The supplier would warrant that the goods supplied under the contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier would warrant further that all goods supplied under the contract shall have no defects arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) that may develop under normal use of the supplied goods in the conditions prevailing in the country or at the final destination.
- ii). The warranty shall remain valid for twelve (12) months from the date of delivery and acceptance of the goods or any portion thereof, as the case may be, subject to technical inspection at the final destination indicated in the contract.
- iii). The Purchaser shall promptly notify the supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the supplier shall, within the period specified in the contract, if any, or in the absence of mentioning of such period, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- iv). If the supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the supplier under the contract.
- v). The Medicine shall be fresh and recently manufactured/imported one. The Supplier will be responsible to replace any quantity, which is found substandard. The storage stability/viability of stock shall be at least 18 month from the date of delivery.

### **: Payment**

- i). The method and conditions of payments to be made to the supplier under this contract will be specified in this contract agreement.
- ii). 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 fulfilment of other obligations stipulated in the contract.
- iii). Payments shall be made by the Purchaser as promptly as possible.

### **: Change Orders**

- i). The Purchaser may at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:
  - (a) Drawings, designs, or specifications, where goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
  - (b) Place of delivery; and/or
  - (c) Services to be provided by the supplier
- ii). If any such change causes an increase or decrease in the cost of or the time required for the supplier's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended.

### **: Contract Amendments**

Subject to the change orders clause (clause 13), no variation in or modification of the terms of the contract shall be made in the written agreement signed by the parties.

### **: Assignment**

The supplier shall not assign his obligations to perform under this contract, in whole or in part to any other person or representative, except with prior written consent of the Purchaser.

### **: Subcontracts**

- i). The supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract between the Purchaser and the supplier, if not already specified in the bid. Such notification, in the original bid or later, however, shall not relieve the supplier from any liability or obligation under the contract.
- ii). All subcontracts must comply with the provisions of the contract.

### **:Delays**

- i). Delivery of the goods and performance of the services shall be affected by the supplier in accordance with the time schedule prescribed by the Purchaser.
- ii). If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter circumstances impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the Purchaser in writing of the factum of the delays, likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amending the contract.
- iii). Force majeure and the Acts of God may constitute valid reasons for seeking condoning of the delays.
- iv). Except as provided under this contract, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to imposition of liquidated damages, unless an extension of time is agreed upon between the parties without the application of liquidated damages.

### **: Liquidated Damages**

Subject to Clause 17, if the supplier fails to deliver any or all of the goods or fails to perform within the specified period, the Purchaser, without prejudice to other remedies available to him, may deduct liquidated damages from the contract price at the rate specified in the supply order/contract agreement for each month of default or part thereof. The liquidated damages shall be imposed for the entire default period until actual delivery or performance. The cumulative liquidated damages could be up to a maximum of equal to the contract price and not more than that. Once this maximum is reached, the Purchaser may consider termination of the contract.

### **: Termination of Contract for Default**

- i). The Purchaser, without prejudice to any other remedy regarding breach of contract, by a written notice of default sent to the supplier, may terminate the contract in whole or in part, inter alia, on the following grounds:
  - (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser;
  - (b) If the supplier fails to perform any other obligation(s) under the contract;
  - (c) If the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- ii). In the event the Purchaser terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the Purchaser for any excess costs for the goods or services so procured. However, the supplier shall continue performance of the contract to the extent not terminated.

### **: Force Majeure**

- i). Notwithstanding the provisions of clauses 17, 18, & 19, the supplier shall not be liable to forfeiture of his performance security, liquidated damages, or termination of the contract for default; if such a delay or failure to perform is the result of Force Majeure or an Act of God.
- ii). For purposes of this clause, "Force Majeure" and "Act of God" 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 wars or revolutions, fires, floods, earthquake, storms, volcanic eruptions, epidemics, quarantine restrictions, pacific blockades, freight embargoes and the like events.
- iii). If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such condition and its impact on his performance. 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 performing not prevented by the Force Majeure event.

### **: Termination for Insolvency**

The Purchaser may at any time terminate the contract by giving a written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In such eventuality, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### **: Settlement of Disputes**

- i). If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably by mutual consultation.
- ii). If the parties fail to resolve their dispute or difference by such mutual consultation within thirty (30) days, then either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration with respect to the matter in dispute. No arbitration in respect of any matter would commence unless either party gives such notice.
- iii). Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- iv). Arbitration proceedings, as far as possible, shall be conducted in accordance with the Arbitration Act, 1940.
- v). Notwithstanding any reference to arbitration:
  - (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The Purchaser shall pay the supplier any monies due to the supplier.

### **: Limitation of Liability**

- i). Except in cases of criminal negligence or wilful misconduct, and in the case of infringement; the supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs. Provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser.
- ii). The aggregate liability of the supplier to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing the defective equipment.

## Annex-1

### **Schedule of Technical Specifications**

#### **1. Complete Overhauling of Water Purification Plant**

Sr. #	Item	Specification
1	Spare parts alongwith its service/replacement for complete overhauling of water purification plant	As per sample

## Annex-2

### DELIVERY SCHEDULE

#### 1. Complete Overhauling of Water Purification Plant

Sr.#	Station	Qty in Nos.	Delivery Schedule
1.	PSC Khanewal	1	100% within 30 days of issue of purchase order

## Annex-3

### Bid Proforma

#### Tender for

#### Procurement of Parts for Overhauling of Water Purification Plant at Punjab Seed Corporation Seed Processing Plant Khanewal (PSC)

Time & Date of Receipt of Bids:	11:00 AM. on 05.11.2019
Time & Date of Opening of the Bids:	11:30 AM on 05.11.2019
Amount of Earnest Money:	@ 5% of the estimated price.
Bid Validity Period:	60 days from the date of opening
Goods Delivery Period:	As per delivery schedule given in order
Place of Consignment:	As mentioned in the supply order

*Note: Please read the following note and instructions carefully before filing in the bid proforma:*

1. Any offer not received as per terms and conditions of the invitation to bid/tender enquiry is liable to ignore.
2. No offer shall be considered if:
  - (a) It is received after the time and date fixed for its receipt;
  - (b) It is received without earnest money from an unregistered firm or from a firm, which is otherwise registered but not for the items mentioned in this tender;
  - (c) The bid document/tender is unsigned;
  - (d) The offer is ambiguous;
  - (e) The offer is conditional;
  - (f) The offer is from a firm blacklisted, suspended or removed from the approved list;
  - (g) The offer is received by telegram;
  - (h) The offer is of a shorter validity period than that mentioned in the tender enquiry;
  - (i) The offer is for stores and services not conforming to the specifications indicated in the bid document
3. The offer shall remain valid up to **sixty (60)** days from the bid opening date.
4. Bids must be submitted in double cover. The outer envelope will bear name of the Purchaser, tender number and date of opening but not the name of the firm, which must appear on the inner envelope only. All envelopes must be sealed properly.
5. The Purchaser reserves the right to purchase the stores, goods, or services in full or in part regardless of the notice of invitation and may also ignore or scrap or cancel the tender at any stage of the bidding without assigning any reason.
6. (a) If the provisional acceptance of bid issued during the validity period of the offer is not accepted by the bidder, the bid security / earnest money deposited by him shall be forfeited and the stores may be purchased at his risk and expense. (b) If a bidder withdraws or amends or revises its bid at any time during the validity period, the bid security / earnest money would be liable to forfeiture.
7. In case, the contractor/supplier fails to execute the contract strictly in accordance with the terms and conditions as laid down in the contract, the performance security deposited by him would be forfeited and the store may be purchased at his risk and expense.
8. The Purchaser reserves the right to claim compensation for the loss caused by the delay in the delivery of the goods and services.
9. The delivery period will be as given in the supply/work order. Grant of grace period up to **1/3<sup>rd</sup>** of the supply period will be the sole discretion of the Purchaser. Purchaser may refuse the grace period without assigning any reason thereof. Grace period, if allowed, will not be extendable. Extension of delivery period, if any, will be with imposition of the late delivery charges @ **2%** of the total amount per month for the days of default.
10. Bids should be quoted on the prescribed bid proforma only. However, the bidder may add additional information or submittal letter on the official letterhead.
11. **DD/CDR/PO** (in original) in token of having purchased the tender, must accompany the offer.
12. Bids and all correspondence should be addressed to the Purchaser i.e., Punjab Seed Corporation, Khanewal.
13. Bidders must quote their firmed-up final rates after considering all aspects of the bidding, both in words as well as in figures. In case of difference between the two, rates quoted in words shall prevail.
14. Bidders not registered with the Purchaser for the specified stores shall submit deposit at call @ **5%** of the **estimated price** by them in favour of the Punjab Seed Corporation, Khanewal.
15. The bidder who is declared successful after financial and technical evaluation of the bids, may be required to furnish performance security deposit up to 10% of the contract price in the form

of deposit at call in favour of the Purchaser within the period specified in Advance Acceptance of the Tender. Failure to deposit the performance guarantee may result in cancellation of award and forfeiture of the earnest money and procurement of the stores at the risk and expense of the bidder.

16. Bidders who themselves are the original manufacturers of the demanded goods, stores or services must indicate the name and address of the works in the country where they will manufacture or produce the goods they intend to supply.
17. Bidders who are not the original manufacturers of the demanded goods, stores or services or who are the agents of the principals abroad are required to furnish an undertaking or certificate from the principal or the OEM of the specimen as hereunder. Non-submission of such an authorization may render their bids liable to rejection:

*"This is to certify that M/s. \_\_\_\_\_ have obtained a quotation from us against invitation to Tender No. \_\_\_\_\_ issued by the Punjab Seed Corporation to be opened on **05.11.2019**. We, being the original manufacturer of the said items, hereby agree to supply/manufacture the said stores strictly in accordance with the specification laid down in the said Invitation to Bids".*

18. Bidders must indicate the complete address of the place(s) where the Purchaser or his authorized representative may inspect the stores during their manufacturing, production or assemblage.
19. Bids materially different from the necessary conditions of participation in the bidding, such as a conditional, ambiguous or incomplete offers are likely to be ignored.
20. Once opened, the bids shall be treated as the last and final bids and supplementary, additional or revised offers, after opening, shall not be entertained under any circumstances.
21. Bidders are at liberty to include catalogues, leaflets, brochures, operation manuals, literature and other technical data, if any, in respect of the stores offered by them in support of their bids.
22. Bidders are specifically required to indicate their Computerized National Identity Card Number (CNIC), National Tax Number (NTN), and the General Sales Tax Number (GST).
23. Any erasing, cutting, crossing, overwriting, and interlineations etc. in the bid papers offer must be duly signed with date by the person signing the original bid documents. Bidders are required to put their signatures on all pages of the bid document, except the printed literature etc. Offers containing unsigned overwriting or strike-through shall not be acceptable and may be ignored.
24. Bids should be submitted based on accounting units specified in the invitation to tenders.
25. Bidders are required to furnish a certificate or undertaking that they will be responsible for the free replacement of stores (including spares) if the same are found to be defective, substandard and or at variance with the specifications given in the tender enquiry.
26. Bidders are expected to offer the stores as per the specifications given by the Purchaser. In case the offered stores are at variance with the specifications given in the tender enquiry, the bidders must clearly indicate variations in their offers. Stores of the specifications superior to those specified in the tender enquiry will, however, be acceptable.
27. In case the stores of indigenous origin are offered as the stores similar to that specified in the Tender Enquiry, the bidders shall, within seven days of the opening of the bids, offer the said stores, wherever possible, for pre-inspection by the Purchaser or his authorized representative(s) at their own cost.
28. Where invitation of offers is for specified brand(s), offers for other brand(s) shall not be acceptable.
29. The Stores shall be brand new and shall be supplied at the place of consignment in the original manufacturer packing.
30. Bids must guarantee at least three years' free service and supply of the spare parts.
31. Wherever feasible and required, samples and specimens should accompany the bids. Bulky samples may be offered for inspection at the bidders' place. Purchaser may demand additional samples, if so required by him.
32. Bidders may, under a prior arrangement, see the samples of the stores required by the Purchaser at their own expense, if available.
33. In case of imported stores and spare parts, bidders shall furnish a certificate that the equipment and the spare parts shall all be genuine, brand new and in the original manufacturer packing. Name of the original manufacturer(s) in whose packing the spares will be supplied, wherever possible, must also be given in the offer.
34. Bidders shall also furnish a certificate that they will be responsible for free replacement of the supplied parts if they are found not suitable for the equipment, machinery or engine.
35. In case of imported stores or spares, import documents shall be shown at the time of inspection to ensure that stores offered for inspection are imported ones, brand new and in original packing of the manufacturer. Bidders must note that non-exhibition of the import documents at the time inspection or on demand later may lead to forfeiture of their security deposits and procurement of the stores at their risk and expense.

- 36. Testing charges of the sample(s), if any, shall be borne by the bidder/supplier irrespective of the results of testing.
- 37. Bidders must note that no part payment will be made at any stage. Payment will be made in accordance with the terms and conditions as laid down in this respect in the supply order and the contract agreement. Release of payment will be subject to satisfactory performance of the contract and the final inspection and acceptance note by the consignee or the Purchaser.
- 38. Disputes, if any, will be resolved as per the terms and conditions laid down in this respect in the bid documents preferably through mutual consultations followed by arbitration.

**Bidder's Signature and Seal**

Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 CNIC No. \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Office: \_\_\_\_\_  
 Phone Works: \_\_\_\_\_  
 Fax No. \_\_\_\_\_  
 Mobile No. \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Website: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Witnesses:**

1. Signature: _____ Name: _____ Designation: _____ CNIC No. _____ Date: _____	2. Signature: _____ Name: _____ Designation: _____ CNIC No. _____ Date: _____
---	---

**List of enclosures or attachments, if any:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_



**Annex-4**

**Bid Price Schedule**

S.No	Item Description	Specifications	QTY	Unit Price Excluding Sales Tax (PKR)	Sales Tax (PKR)	Unit Price Including Sales Tax (PKR)	Total Price Including Sales Tax (PKR)
1	R.O Membrane 8*40 Lanxess, Lewa Brane	(Germany)					
2	Dozing Pump	Italy)					
3	Feed Pump 4*40 CNP (New)						
4	Dozing Tank	80-Litres					
5	Online TDS meter						
6	Selica Sand	100-kg					
7	Granual Activator carbon	25-Kg					
8	2 Cartridge Spun	20"					
9	Gravel						
10	UPVC Fitting	Imported					
11	Labour & carriage						

Total price in words \_\_\_\_\_

- i. Prices indicated on the bid proforma shall be inclusive of all applicable governmental taxes, duties and (insurance, other incidental and applicable charges, if any).
- ii. In case of discrepancy between unit price and total, the unit price shall prevail.

**Bidder's Signature and Seal**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

## Undertaking by the Bidder

1. I/We hereby confirm to have read carefully complete description of the goods, stores, services and all the terms and conditions of your tender enquiry No. \_\_\_\_\_, due for opening on \_\_\_\_\_, for the supply of the stores, goods, and services as advertised in the tender notice as well as those contained in the Bid Proforma and the Punjab Procurement Rules, 2014 (PPRA-2014). I/We agree to abide by all these terms, conditions, stipulations, obligations, and instructions.
2. I/We also hereby categorically confirm that the stores offered by me/us conform to the particulars and specifications as laid down in your tender enquiry in all respects and that any difference has been fully and duly explained in the bid papers submitted by me/us.
3. I/We accept that if the required bid security/earnest money is not furnished or my/our offer is found lacking in respect of any other requirements of your tender enquiry, it shall be ignored and I/We shall have no claim to it, whatsoever.
4. I/We hereby acknowledge that timely delivery of the stores is the essence of the contract and do hereby confirm to adhere to the delivery schedule as given in the tender enquiry/supply order/contract agreement. In case of non-adherence, I/We agree unconditionally to accept the recovery of liquidated damages on belated supplies @ 2% per month or part thereof.
5. I/We certify that the prices quoted in this tender enquiry are not more than the prices charged by my/us from any other purchasing agencies in the country; and in case of any discrepancy, I/We hereby undertake to refund the price charged in excess.
6. I/We certify and undertake that we have not been blacklisted by any public or private authority or organization in the country or abroad as the bidder/supplier/manufacturer/contractor or in any other capacity and that, I/We are currently not in litigation with any other authority or organization in this capacity.
7. I/We undertake to accept any or all decisions of the Purchaser with respect to acceptance and rejection of my/our bid, in part or in whole, and that such a decision shall not be justifiable in any court of law at any time and at any stage. I/We further understand that the Purchaser is not bound to accept the lowest bid necessarily.
8. I/We undertake that if our bid is accepted, I/We shall provide a performance security in the form, in the amounts, and within the time specified in the advance acceptance of the tender or the contract agreement.
9. I/We agree to abide by this bid for the entire bid validity period as specified in the bid documents and it shall remain binding upon me/us to accept the advance acceptance of the bid offered to me/us during the original as well as the extended validity period.
10. I/We undertake that pending preparation and execution of a formal contract agreement, my/our bid together with the advance acceptance of bid and notification of award, if any, issued by the Purchaser shall constitute a valid and binding contract between the Purchaser and me/us.
11. I/We certify and confirm that as per the requirements laid down in the bid documents, I/We qualify the eligibility criteria of participating in the bid.
12. I/We solemnly affirm and declare that contents of this undertaking are true to the best of my/our information, knowledge and belief and that nothing material has been withheld by me/us.

**Deponent**

**Bidder's Signature and Seal**

Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 CNIC No. \_\_\_\_\_  
 Date: \_\_\_\_\_

**Witnesses:**

1. Signature: _____ Name: _____ Designation: _____ CNIC No. _____ Date: _____	2. Signature: _____ Name: _____ Designation: _____ CNIC No. _____ Date: _____
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## Appendix-1

### Contract Agreement (Specimen)

This agreement is made in the presence of the witnesses named below on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ between the Punjab Seed Corporation, Khanewal (hereinafter called "the Purchaser") and \_\_\_\_\_ (hereinafter called "the Supplier").

Whereas the Purchaser invited bids for certain stores, goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those stores, goods and services in the sum of Rs. [contract price in words and figures] (hereinafter called "the Contract Price").

Now this agreement witnesses as follow:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz., the:
  - (a) Invitation to tenders as publicized / advertised by the Purchaser;
  - (b) Bid document as bought from the Purchaser;
  - (c) Schedule of Technical Specifications as annexed with the bid documents;
  - (d) Bid Proforma;
  - (e) Bid price schedule;
  - (f) Undertaking submitted by the bidder along with the bid papers;
  - (g) Advance acceptance of tender issued by the Purchaser to the bidder;
  - (h) Supply order for supplying the stores, goods, and services etc.;
  - (i) General and special conditions regarding purchases and procurements as given in the Punjab Procurement Rules, 2009; and
  - (j) This contract agreement as executed between the Purchaser and the Supplier
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy the defects therein in conformity and in all respects with the provisions of the award of contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

**Purchaser**

**Supplier**

Signature: _____ Name: _____ Designation: _____ Date: _____	Signature: _____ Name: _____ Designation: _____ Date: _____
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**Purchaser's seal**

**Supplier's seal**