

COMSATS University Islamabad
Sahiwal Campus

TENDER DOCUMENTS

For

**Procurement of Branded 5-Axis Vertical CNC Machining Center for
Mechanical Engineering Department of CUI Sahiwal Campus**

(Single Stage Two Envelop Procedure)

Submission and Opening Date for Tender:

August 30, 2019 (Friday)

Submission Time for Technical and Financial Proposals: 1430 hours

Opening Time (only Technical Proposals): 1500 hours

Tender Issued to M/s _____

August 2019



Purchase and Store Department

COMSATS Road, Off G.T.Road, Sahiwal

Tel: 040-4305666-Ext-128 & 186

Web: <https://www.sahiwal.comsats.edu.pk/Tenders.aspx>

Signature & Stamp of Bidder

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Invitation to BID

(CUI/SWL/Procurement/FY 19-20/04/104)

Procurement of Branded 5-Axis Vertical CNC Machining Center for Mechanical Engineering Department of CUI Sahiwal Campus

COMSATS University Islamabad (CUI), Sahiwal Campus, a public sector university of Ministry of Science & Technology (MoST) invites sealed bids from the **Original Equipment Manufacturer (OEM)/authorized distributors/reputed firms** registered with Income and Sales Tax departments and who are also on Active Taxpayers list (ATL) of FBR for the work titled **“Procurement of 5-Axis Vertical CNC Machining Centre for Mechanical Engineering Department of CUI Sahiwal”**. The procedure of open competitive bidding is **Single Stage-Two Envelope**.

2. Bidding documents 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. are available for the interested bidders at **“Purchase and Store Department, COMSATS Road, Off G.T.Road, Sahiwal”**. The non-refundable fee of bidding document is **Rs. 1,000 (One Thousand Rupees Only)** in shape of Pay Order/Demand Draft in favor of CUI, Sahiwal.
3. The bidders are required to furnish in the form of Bank deposit / CDR / Pay order equivalent to **2% of the total bid price** (refundable) as a Bid Security in favor of “COMSATS University Islamabad, Sahiwal Campus”. Any bid which is not accompanied along with bid security shall be rejected by the CUI, Sahiwal as non-responsive and without any right of appeal.
4. The bids prepared in accordance with the instructions in the bidding documents, must reach **“Purchase and Store department, COMSATS Road, Off G.T.Road, Sahiwal”** on or before **1430 hours on August 30, 2019 (Friday)**. Bids will be opened at **1500 hours** on the same day, in the presence of bidder's representatives who choose to attend at the same address. This advertisement is also available on the PPRA's website at www.ppra.org.pk and as well as on CUI Sahiwal Campus website at <https://www.sahiwal.comsats.edu.pk/Procurement/Tenders.aspx>.



In-charge Purchase and Store Department
COMSATS University Islamabad (CUI), Sahiwal Campus
 (A public sector University of Ministry of Science & Technology)
 COMSATS Road, Off G.T.Road, Sahiwal
 Tel: 040-4305666-Ext-128-186 & Cell No: 0300-6364379

www.sahiwal.comsats.edu.pk

For Technical Queries/Concerned Department
Dr. Zahirruddin Shaikh
Chief Engineer/Mechanical Engineering Department
Cell No. 0300-3021237

TERMS AND CONDITIONS OF THE TENDER

- 1. Eligible Bidders.** - Bidding is open to all firms and persons meeting the following requirements:
 - a) Registered with Income and Sales Tax Departments, Government of Pakistan
 - b) and who are on Active Taxpayers List (ATL) of Federal Board of Revenue (FBR), Government of Pakistan.

- 2. Tender Document Fee (Non-Refundable).** - Bidding documents along with Pay Order / Demand Draft amounting to **Rs. 1,000/-** as a tender documents fee (Non-Refundable) shall be submitted in favor of COMSATS University Islamabad, Sahiwal Campus to the address given below. No bid will be accepted without the tender documents' fee. Attach Tender document fee with the Technical Proposals.

- 3. Bid Security (Refundable).** - The bidder is required to furnish in the form of Deposit at Call (CDR) or a Bank Guarantee issued by a Scheduled Bank in Pakistan equivalent to 2% of the total bid price as a Bid Security in favor of "COMSATS University Islamabad, Sahiwal Campus". Any bid not accompanied by acceptable bid security shall be rejected by the Employer as non-responsive and without any right of appeal. Attach Earnest money with the Financial Proposals.
 - a. The bid securities of unsuccessful bidders will be returned upon award of contract/Issuance of Purchase Order to the successful bidder or expiry of the validity of Bid Security whichever is earlier.

 - b. The Bid Security may be forfeited:
 - i. If a bidder withdraws his bid during the period of bid validity
 - ii. If a bidder does not accept the correction of his bid price
 - iii. in case of a successful bidder, if he fails to sign the contract agreement or execute the work as specified in the bill of quantities (BoQ).
 - iv. in case of non-performance of the contract, delayed supply/installations or substandard supply/installation, short in quantity, the security deposit will be forfeited and the firm will be blacklisted.

4. **Performance Guarantee (Refundable): Warranty will be One Year. However, 10%** of the total value of the Invoice or a Bank Guarantee issued by a Scheduled Bank in Pakistan will be retained as security by COMSATS University Islamabad, Sahiwal Campus which will be released after **Twelve Months** from the date of delivery / completion of work / supply. Insurance Guarantee is not acceptable. After finalization of the bid and signing contract, performance guarantee is required to be submitted and bid security is to be released.
5. **Bid validity.** - All prices should be valid for at least **90 days**. Withdrawal or any modification of the original offer within the validity period shall entitle CUI, Sahiwal Campus to forfeit the earnest money in favor of the CUI, Sahiwal Campus and / or put a ban on such vendor participation in CUI, Sahiwal Campus tenders / works
6. The Purchase/Work Order will be awarded on **Grand Total Basis**.
7. **The interest vendors can submit their Financial Proposal in the following ways:**
 - Option-I (Pak Rupees)**
 - i. **Unit Cost with all applicable Taxes, Delivery, Packing, Installation and Training Charges in Pak Rupees.** The bid proposal should be inclusive of freight and all other taxes and we need delivery of items at COMSATS University Islamabad, **Sahiwal** Campus's premises. The Unit cost must also be inclusive of Installation and Training cost.
 - Option-II (C&F)**
 - ii. **Unit Cost with all Freight and Packing charges in C&F and to be delivered at Karachi Seaport. COMSATS University Islamabad, Sahiwal Campus will open the direct LC in favor of Principal and will also clear the shipment from Custom Authorities of Karachi. The Unit Cost must be inclusive of Delivery, Installation and Training Cost.**
 - iii. **After the opening of the Financial Proposals of the technically accepted bids, the Purchase and Technical Committees of the University will decide the option in the best interest of the University.**
8. **Delivery time or Completion Schedule.** – In the case of option-I, the exact completion/delivery time from the date of the purchase/work order will be 90 days. In the case of option-II, the exact completion/delivery time from the date of the purchase / work order will be 60 days (starting from the date of LC Opening). The handing over / completion time for this contract is of critical importance.

9. All pages (BoQs & Terms & Conditions) are mandatory to be signed / stamped, failing which the bid may be rejected.
10. Any addition, deletion or modification of any clause of the procurement terms & conditions of CUI by any vendor will not be accepted and may lead to the rejection of the bid.
11. **Site Visits/Concerned Office.** - Before quoting, the bidder in his own interest can visit to know the specifications of each item the **Store Section of CUI Sahiwal Campus OR Concerned Office**. This will help him in proper assessment of the work. Failure to do so will not absolve the vendor of his responsibility to carry out the work as specified in the tender documents. The cost of visiting the site shall be borne by the vendor and shall be at his own responsibility and risk.
12. The bid form (BoQs) must be duly filled in, stamped and signed by the authorized representative of the bidder.
13. **Method of Procurement.** – COMSATS University Islamabad, Sahiwal Campus, will follow the PPRA rule of **Single Stage Two Envelope Procedure**:
 - i. The bid shall comprise a single package containing **two separate envelopes**. Each envelope shall contain separately the **Financial Proposal** and the **Technical Proposal**;
 - ii. The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
 - iii. Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened;
 - iv. The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the procuring agency without being opened;
 - v. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - vi. During the technical evaluation no **amendments** in the technical proposal shall be permitted;

- vii. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders;
- ix. and The bid found to be the lowest evaluated bid shall be accepted.

14. Submission and Opening of bids. - The bid should be submitted in a sealed envelope in such manner that the contents are fully enclosed and cannot be known until duly opened. The sealed bids must reach up to **August 30, 2019 (Friday)** on or before **1430 hours** and will be opened on the same date **at 1500 hours** in the presence of available bidders. All bids submitted after the time prescribed shall be rejected and returned without being opened.

15. In case, the opening date is declared as a public holiday by the Government, the next working day shall be deemed the date for submission and opening of the tender at same time and venue.

16. After the opening of bids, COMSATS University Islamabad, Sahiwal Campus will examine the bids for completeness as per the tender document.

17. The envelope should be marked as under;

Secretary, Purchase Committee COMSATS University Islamabad, Sahiwal Campus
COMSATS Road, Off G.T Road, Sahiwal. Tel: 040-4305001-05, Ext: 128 The envelope shall also bear the word “CONFIDENTIAL” and following identification quotation of **“Procurement of Branded 5-Axis Vertical CNC Machining Center for Mechanical Engineering Department of CUI Sahiwal Campus**

18. Clarification of bids. - After the opening of bids, bidders are not allowed to alter or modify his bid. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.

19. Arithmetic Errors. - The Tender shall be checked for any arithmetic errors which shall be rectified. The Tender Price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the vendor.

20. Evaluation of bids. - Bids will be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents.

21. Evaluation Criteria: Technical bids will be evaluated on the basis of following criteria:

- The Tender will be evaluated on the **Grand Total Basis.**
- The vendors will provide literature of quoted brands which will be evaluated as per the specifications provided in the tender documents.
- In case of the authorized distributor of the quoted brand, please attach valid authorization certificate from the Principal/Manufacturer with the Proposal. Preference will be given to OEM/Authorized distributor of the quoted brand.
- Warranty for equipment will be on the part of the supplier, which is **One Year on-site with Parts Replacement Warranty** starting from the date of job completion. Please attach letter for **warranty coverage**. Faculty/Dead parts will be replaced during the warranty period instead of repairing.
- The vendors will warrant to the COMSATS University Islamabad, Sahiwal Campus on their letterhead that the equipment is genuine, brand new, non-refurbished, unaltered in any way and has no defect, arising from design, materials and workmanship.
- Customized Company Profile. Detail of technical staff and facilities including equipment and labs for after-sales services. Detail of Head Office, Sub-offices with telephone numbers, email addresses and focal persons. Setup for after-sales service.
- Experience of the firm for supplying equipment to any Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. Documentary evidence in the form of Work/Purchase orders must be provided with the technical proposal.
- The Vendor is a bidder who has not been blacklisted by any Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. The vendor will provide this undertaking on judicial stamp paper with Technical Proposal.

- 22. One Bid per Bidder.** - Conditional or alternative bids are not allowed. Bidders are required to quote one bid/one brand. If bidders quote, two bids/different brands then their bids are liable to be rejected. However, the alternative bids with separate bid security can be accepted.
- 23.** COMSATS University Islamabad, Sahiwal Campus reserves the rights to reject the bid if;
- i. Received without earnest money
 - ii. Received later than the date and time fixed for tender submission
 - iii. The tender is unsigned/ unstamped
 - iv. The offer is ambiguous
 - v. The offer is conditional
 - vi. Offer is made by the unauthorized agent/ supplier of the original equipment manufacturer (if required under Tender Clause 21)
 - vii. The offer is from a firm, which is blacklisted by any Govt. Office.
 - viii. The offer is received by telephone/telex/fax/telegram.
 - ix. Any unsigned / ambiguous erasing, cutting / overwriting etc. are made.
- 24.** The Employer will inspect the supplied and provided items to verify their conformity to the Technical Specifications given in BoQ. The inspection will be conducted at the final destination.
- 25.** It is the sole responsibility of the agent / supplier / manufacturer to comply with the applicable laws, be national or international.
- 26.** Purchase order (s) will be awarded to the lowest or technically recommended bidder (s) on the basis of item wise / subtotal wise / grand total wise according to the nature of BoQs.
- 27. Rejection of bids.** - COMSATS University Islamabad, Sahiwal reserves all the rights to reject all bids or proposals at any time prior to the acceptance of a bid or proposals. CUI, Sahiwal Campus will communicate the grounds for rejection of bids upon request of any supplier or contractor but not liable to justify those grounds.
- 28.** Deduction of Income Tax and any other tax will be deducted at source according to Government prevailing rules.

29. Force Majeure. - The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.

- a) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- b) 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 practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

30. Extensions of Time. - If at any time after issuance of Purchase Order, the Supplier should encounter conditions impeding timely delivery of the Items pursuant to tender Clause 08, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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 delivery, in which case the extension shall be ratified by the parties by amendment of the Contract.

- a) Except in case of Force Majeure, as provided under Tender Clause 29, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Tender Clause 31, unless an extension of time is agreed upon, pursuant to Tender Clause 30.

31. Liquidated Damages. If the vendor fails to deliver the goods / services to CUI-Sahiwal in time then the penalty will be charged as under:-

- a. 0.5% per day of the Purchase Order for first 10 working days.
- b. 0.75% per day of the Purchase Order, after that, up to a maximum of 10% of the sum stated in the Purchase/Work Order. Once the maximum is reached, the Purchaser may terminate the contract pursuant to tender clause 35, earnest money and payment may be forfeited.

32. If the delivered goods / services are not according to the required quality standards / specifications, the same shall be liable to be rejected after inspection. The vendor would be required to supply as per requirements mentioned in our BoQs, otherwise, the purchase / work order will be cancelled after the due date with confiscation of earnest money.

33. On account payments. - Part / Advance payments are not allowed. Payment will be made on submission of Invoice in the name of “COMSATS University Islamabad, Sahiwal Campus” with a copy of delivery challan (s) after the complete order has been supplied, inspected and accepted which includes delivery / installation, and COMSATS acceptance / inspection thereof.

34. Blacklisting of Suppliers and Contractors. - A procuring agency can permanently or temporarily bar from participation in its respective procurement proceedings, the suppliers and contractors who either consistently failed to provide satisfactory performances or found to be indulging in corrupt or fraudulent practices.

35. Termination.

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Tender Clause 30; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Tender Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt and fraudulent practices, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. In case of any grievances, the matter will be redressed as per PPRA Rules.

37. The contract will be executed and handed over in satisfactory conditions up to the entire satisfaction of COMSATS University Islamabad, Sahiwal Campus.

38. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Bidder and verified by the Department/Concerned Office and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Employer may fix as per the Contract.

39. The CUI, Sahiwal Campus reserves the right to modify the quantities of goods / services at any time before the award of purchase / work order.

- 40. In the case of repeat orders, fifteen percent (15%) of the Original Procurement within the bid validity period will be considered as the permissible limit to issue variation.
- 41. The bidder should furnish a certificate as worded below in token of acceptance of all the terms and conditions of the tender. Otherwise, the tender will not be considered under any circumstances.
- 42. I / We hereby confirm to have read carefully the terms and conditions of your Tender Enquiry dated for opening on..... for the purchase of

We agree to abide by all these terms and conditions/instructions.

- 43. Certified that the prices quoted by our firm are inclusive of G.S.T and all taxes as per rules and regulations.

Company / Vendor Name:.....

Name of Tenderer:.....

Postal Address:.....

Tel. / Mobile:.....**Email:**.....

NTN#:.....**GST#:**.....

C.N.I.C No:.....

Signature of Tenderer:.....

Date and Stamp:.....

- Please also attach the Certificate supporting being Active Taxpayer as per the requirement of FBR.

Bill of Quantities (BoQ)

BoQ							
Procurement of Branded 5-Axis Vertical CNC Machining Center for Mechanical Engineering Department of CUI Sahiwal Campus (Tender No. CUI/SWL/Procurement/FY 19-20/04/104)							
<u>Option-I-Unit Cost in Pak Rupees with all applicable taxes, delivery, installation and training charges</u>							
Srl. No	Item Name	Specifications/ Origin Required	Required Quantity		Financial Proposal Quoted by the Vendor in Pak Rupees		
			Unit	Qty	Quoted Model	Unit Cost (Rs.)	Total Cost (Rs.)
1	Branded 5-Axis Vertical CNC Machining Center	Taiwan/Korea (Specifications are attached)	No	1			
	Grand Total (Rs.)						
	Amount in Words						
	Tender Document Fee Non-Refundable (Rs. 1,000)-Bank Name, Demand Draft # and Date						
	Call Deposit Receipt (CDR)-Refundable-Bank Name, CDR #, Amount and Date.						

Signature & Stamp of Bidder

BoQ

Procurement of Branded 5-Axis Vertical CNC Machining Center for Mechanical Engineering Department of CUI Sahiwal Campus (Tender No. CUI/SWL/Procurement/FY 19-20/04/104)

Option-II-Unit Cost in C& F with all Freight and Packing Charges at Karachi Sea Port and then delivery to Sahiwal including installation and training charges.

Srl.No	Item Name	Specifications/ Origin Required	Required Quantity		Rates to be quoted in C&F with all Freight and Packing charges at Karachi Sea Port		
			Unit	Qty	Quoted Model/Brand	Unit Price with mentioning of Quoted Currency	Total Price with mentioning of Quoted Currency
1	Branded 5-Axis Vertical CNC Machining Center	Taiwan/Korea (Specifications are attached)	No	1			
	Grand Total (Rs.)						
	Amount in Words						
	Tender Document Fee Non-Refundable (Rs. 1,000)- Bank Name, Demand Draft # and Date						
	Call Deposit Receipt (CDR)- Refundable- Bank Name, CDR #, Amount and Date.						

Signature & Stamp of Bidder

Note:

- The Purchase/Work order will be awarded on the **Grand Total Basis.**
- Please clearly mention the quoted model/brand/technical detail otherwise your bid /items may be rejected.
- For all the Brands mentioned in this tender (if any), the term “or equivalent” is hereby added and shall be considered as per PPRA rules.
- Multiple prices of an item may lead to rejection of the item/bid.

Specifications

Technical Information Machine Parameters			
Code	Item		Details
1	Work Table (Width x Length)	mm	450-600 x 800-1000
2	T Slots	mm	5-20
3	Distance Between T Slots	mm	100
4	Max. Load Bearing of Work Table	kg	500-800
Travel			
5	X Axis	mm	600-900
6	Y Axis	mm	500-700
7	Z Axis	mm	500-800
Spindle			
8	Spindle Hole Taper		BT40
9	Spindle Speed Range	r/min	10-9000
10	Spindle Accuracy		0.005 - 0.008mm
Feed			
12	Cutting Feed Speed	mm/min	5000-8000

Signature & Stamp of Bidder

Tool Magazine			
13	Tool Magazine Model	Manipulator	
14	Capacity	Pcs	22-26
15	Tool Change Time	s	3.00-4.00
16	Tool Change way	Forward /Reversal	
Power Source			
17	Machine Electric Capacity	KVA	20-25
18	Cooling Pump Flow Rate	L/min	40 - 50
19	Machine Compressed Air	kg	6_10
20	Power Requirment	350-400V, 50Hz	
Environmental Requirement			
21	Environmental Temperature Requirement	0-40 Degrees Centigrade	
22	Relative Humidity	20% - 80%	
Machine Size			
23	Machine Shield	Full Protect	
Accuracy			
24	X/Y/Z Position Accuracy	mm	±0.005 - ±0.010

25	X/Y/Z Re-Position Accuracy	mm	±0.005
Standard Accessories			
1	Control System	8	Spindle Bearing
2	Servo Feed Motor	9	Tool Cylinder
3	Spindle Servo Motor	10	Tool Magazine
4	Drive	11	LockNut
5	Spindle Unit	12	Coupling
6	Ball Screw	13	Heat Exchanger
7	Linear Slide Way	14	Ball Screw Bearing
Others			
1	Oil Water Separation	4	Work piece Cooling System
2	Auto Lubrication System	5	M30 Automatic Power Off System
3	Water Gun for Chip Removing	6	All Over Protection Shield

FORMS
INTEGRITY PACT
PERFORMANCE SECURITY

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Signature & Stamp of Bidder

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Signature & Stamp of Bidder

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Signature _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

Sheet for Evaluation of Technical Proposals of the Vendors

Srl.No	Evaluation Criteria	Provided
01	Literature of Quoted Brand	
02	<u>Copy of the Valid Authorization Certificate.</u> Original Equipment Manufacturers/Authorized distributors/ of the quoted brand. Certificate from the Principal/Manufacturer.	
03	Warranty Coverage Certificate	
04	<u>Undertaking about equipment</u> Guarantee that the Machine is genuine, brand new, non-refurbished	
05	Customized Company Profile: Valid NTN & GST Numbers, Proof of Name in Active Taxpayer List, Detail of Technical Staff and Facilities including Equipment and Labs, Detail of Head Office, Sub-Offices with complete detail.	
06	<u>Photocopies of Purchase Orders for supply of equipment</u> Photocopies of Purchase Orders for Supply of equipment in last Five Years.	
07	<u>Affidavit on stamp paper of Rs.50</u> Affidavit on Judicial Stamp Paper (For Not Blacklisting)	