

Tender Notice

Frame Work Contract for Supplies of Electrical Items

Punjab Agriculture & Meat Company (PAMCO) is a non-profit Organization established under Section 42 of the Companies Ordinance, 1984. PAMCO has established a state of the art abattoir at Lahore for the provision of Halal, healthy and hygienic meat to cater the local need and to export to the globe. PAMCO intends to hire the services for supplies of Electrical items from professional and legally registered (as per the law of the Government). Interested parties may send sealed envelope containing Financial & Technical bid against said items.

Sealed envelopes should reach at the under given address on or before 17th August, 2016, till 03:00 pm along-with 1% of total estimated price i.e. Rs: 5,300,000/- annual as bid security (refundable) through CDR/Demand Draft (DD)/Pay order(PO) in favor of "Punjab Agriculture & Meat Company". Tender will be opened at 03:30 pm on the same day in the presence of all applicants or their authorized representatives. Bidding Documents are immediately available from PAMCO Office by paying Pay order of Rs.1, 000/- title (Punjab Agriculture & Meat Company). PAMCO may reject all bids at any time prior to acceptance of a bid as per PPRA rules.



Manager Finance
Punjab Agriculture & Meat Company
18 km, Shahpur Kanjran, Multan Road Lahore
 Ph. 042-35971430-33, URL: www.pamco.bz



Tender Document

Tender No. PAMCO/Pro/2015-16/0005

PROCUREMENT OF ELECTRICAL ITEMS FOR

Bidding Document For Electrical Items

Signature & Stamp

Punjab Agriculture & Meat Company

UNDER

“FRAMEWORK CONTRACT”

Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014:

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab if and when received.

1. Invitation to Bid

1.1. PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website. <http://ppra.punjab.gov.pk>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2. Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PAMCO's website www.pamco.bz and from PPRA's website www.ppra.punjab.gov.pk for information only.

All prospective bidders are required to submit Pay Order, in accounts department of purchaser. The deposit slip must accompany respective bid; otherwise the bid will stand rejected.

1.3. Type of Open Competitive Bidding

As per Rule 38(1) of PPRA Rules, 2014, Single Stage – One Envelope Bidding Procedure shall be followed.

2. Bidding Details (Instructions to Bidders):

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause “Bid Security” in favor of “**Punjab Agriculture & Meat Company**”. The complete bids as per required under this tender document, must be delivered into the Tender Box, placed at reception of **Punjab Agriculture & Meat Company** 18-Km Shahpur Kanjran Multan, Lahore, not later than 03:00 pm on last date of submission of bids i.e. 17th August, 2016 late bids shall not be considered. Bids shall be publicly opened in the Conference room of **Punjab Agriculture & Meat Company**, 18-k.m Shahpur Kanjran, Lahore, at 03:30 pm on 17th August, 2016. In case the last date of bid submission falls in /within the official holidays/ weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/Items must be received in writing to the Purchaser till 16th August, 2016.

Any query received after said date may not be entertained. All queries shall be responded to within due time. PAMCO may host a Q&A session, if required, at PAMCO premises (18-K.m Multan Road, Shahpur Kanjran, and Lahore). All Bidders shall be informed of the date and time in advance.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “Determination of Responsiveness of Bid” and “Rejection/Acceptance of the Tender” for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract/Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Muhammad Imran Khan
Manager Finance
Email: Imran@pamco.bz
18-K.m Shahpur kanjran, Multan Road, Lahore

Secondary Contact

Suleman Naeem
Finance & Accounts Coordinator
Email: Suleman@pamco.bz
18-K.m Shahpur kanjran, Multan Road, Lahore

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER**3. Definitions**

- 3.1. In this document, unless there is anything repugnant in the subject or context:
- 3.2. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3. "Availability and Reliability" means the probability that a component shall operationally ready to perform its function when called upon at any point in time.
- 3.4. "Client" means the Project lead of technical / concerned wing of the Purchaser for whose particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.5. "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the general order items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.6. "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7. "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.8. "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.9. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10. "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 3.11. "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.12. "Day" means calendar day.
- 3.13. "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.
- 3.14. "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.15. "Goods" means general order supplies which the Contractor is required to supply to the Purchaser under the Contract against each relevant Lot.

- 3.16. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.17. "Prescribed" means prescribed in the Tender Document.
- 3.18. "Purchaser" means the Punjab Agriculture & Meat Company (PAMCO) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.19. "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.
- 3.20. "Services" means after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.21. "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.22. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

- 5.1. In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:
- 5.1.1. in writing;
 - 5.1.2. issued within reasonable time;
 - 5.1.3. served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
 - 5.1.4. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

- 6.1. Punjab Agriculture & Meat Company (PAMCO), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of Electrical items under the Framework Contract for Punjab Agriculture & Meat Company.

- 6.2. The items will be delivered to Punjab Agriculture & Meat Company (PAMCO), Lahore. Detail requirements and specifications are attached at **Annex-A**.
- 6.3. Purchase Order(s) will be issued against the required quantity (ies) when required during the contract period and invoices will be paid against actual quantities ordered by the Purchaser.

7. Tender Eligibility/Qualification Criteria

7.1. Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- 7.1.1. has a relevant supplies business experience (at least 3 main purchasers list required for reference)
- 7.1.2. Must be registered with Tax Authorities as per prevailing latest tax rules (Only those firms / companies which are validly registered with income tax departments);
- 7.1.3. Have valid Registration National Tax Number (NTN) and other statute requirement by government.
- 7.1.4. Has submitted relevant bid security must be involved in sales or supply business Electrical supplies;
- 7.1.5. Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory).
- 7.1.6. Conforms to the clause of “Responsiveness of Bid” given herein this tender document.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

8. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9. Joint Venture/Consortium

Joint Venture/Consortium is not eligible for the tender.

10. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the

Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

11. Amendment of the Tender Document

- 11.1. The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 11.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 11.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

12. Preparation / Submission of Tender

- 12.1. The Tenderer will submit their respective bids in a manner explained in this tender document.
- 12.2. The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English.
- 12.3. Proposal shall comprise the following:
 - 12.3.1. Proposal Form (Annexure-B)
 - 12.3.2. Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (Annexure-F&G)
 - 12.3.3. Covering letter duly signed and stamped by authorized representative. (Annexure-D)
 - 12.3.4. Undertaking and Evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials.
 - 12.3.5. Details of Warranty and After-Sale Service (If Any)
 - 12.3.6. Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
 - 12.3.7. Valid Registration Certificate for Income Tax
 - 12.3.8. Power of Attorney, if an authorized representative is appointed (Annexure-E)
 - 12.3.9. Price Schedule (Annexure-C)
 - 12.3.10. Bid Security (Earnest Money), as per provisions of the clause Bid Security of this document.
- 12.4. The Tenderer shall seal the Original Proposal in an envelope duly marked as under:

Original Tender for

Tender Name. [Name of Tender]

Tender No.??????????????

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

12.5. The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 03:00 pm on last date of submission of bids. No late bid shall be accepted.

12.6. This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

13. Tender Price

13.1. The quoted price shall be:

13.1.1. best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation/;

13.1.2. in Pak Rupees;

13.1.3. inclusive of all taxes, duties, levies, insurance, freight, etc.;

13.1.4. Including all charges up to the delivery point at the Office of Punjab Agriculture & Meat Company (PAMCO).

13.2. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

13.3. Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

14. Bid Security (Earnest Money)

14.1. The Tenderer shall furnish the Bid Security (Earnest Money) as under:

14.1.1. for a sum equivalent to **1% of total estimated price Rs: 5,300,000/-;**

14.1.2. denominated in Pak Rupees;

14.1.3. in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

14.1.4. Have a minimum validity period of ninety (90) days from the last date for submission of the Tender.

- 14.2. The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 14.2.1. If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 14.2.2. If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 14.2.3. If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to deliver the required Goods/Items or fulfill the order placed within the stipulated time period.
- 14.3. The unsuccessful Tenderer will be returned the Bid Security only, after completion of technical & financial evaluation process. The Bid Security shall be returned to the successful Tenderer upon complete delivery of Goods/Items and issuance of satisfactory certificate by the concern team of the Purchaser.

15. Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

16. Modification/Withdrawal of Tender

- 16.1. The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 16.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

17. Opening of Tender

- 17.1. Tenders shall be opened at 03:30 pm on the last date of submission of bids i.e. 17th August, 2016, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 17.2. The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 17.3. No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

18. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

19. Determination of Responsiveness of the Bid (Tender)

- 19.1. The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 19.1.1. Meets the eligibility criteria given herein this tender document.
 - 19.1.2. Meets the Technical Specifications for the Goods/Items;
 - 19.1.3. Meets the delivery period / point for the Goods/Items;
 - 19.1.4. In compliance with the rate and limit of liquidated damages;
 - 19.1.5. Is accompanied by the required Bid Security as part of bid envelope;
 - 19.1.6. The original receipt of tender fee submitted, attached with bid envelope;
 - 19.1.7. In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause No-12;

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

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

19.3. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

20. Correction of Errors/Amendment of Tender

20.1. The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

20.1.1. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

20.1.2. if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

20.1.3. If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

20.2. The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

20.3. Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

20.4. No credit shall be given for offering delivery period earlier than the specified period.

21. Technical and Financial Evaluation Criteria

- 21.1. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.
- 21.2. The Bids which do not conform to the Technical Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of Goods/Items/Services will be rejected.
- 21.3. The Eligible/Technically Qualified Bidders will be considered for further evaluation.
- 21.4. The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Category	Description	Point
Legal (Mandatory)	Valid Income Tax Registration Certificate	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Mandatory
	Compliance to the technical specifications of all items to be procured mentioned vide Annex-A of this document.	Mandatory
	In full compliance of the execution schedule and Delivery Period mentioned in tender document (Undertaking).	Mandatory

Note: Verifiable documentary proofs of all above requirements are mandatory.

- 21.5. Financial evaluation of Proposal will be conducted under the Punjab Procurement Rules, 2014. The bidders must comply with above mentioned mandatory requirements and must submit documentary proof for the same, otherwise their respective bid(s) shall not be considered even if the lowest in bid price. The Price evaluation will include all duties,

taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Proposal.

- 21.6. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 21.6.1. In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 21.6.2. In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 21.6.3. In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 21.7. The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

22. Rejection/Acceptance of the Bid

- 22.1. The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule-35 of Punjab Procurement Rules, 2014).
- 22.2. The Tender shall be rejected if it is:
- 22.2.1. substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 22.2.2. submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 22.2.3. incomplete, partial, conditional, alternative, late; or
- 22.2.4. the Tenderer refuses to accept the corrected Total Tender Price; or
- 22.2.5. the Tenderer has conflict of interest with the Purchaser; or
- 22.2.6. the Tenderer tries to influence the Tender evaluation / Contract award; or
- 22.2.7. the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 22.2.8. the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (clause-6);

- 22.2.9. the Tenderer fails to meet the evaluation criteria requirements (clause-21);
- 22.2.10. The tenderer has been blacklisted by any public or private sector organization;
- 22.2.11. The tenderer has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government rules and regulations.
- 22.2.12. There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 22.2.13. The Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 22.2.14. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

23. Award Criteria

- 23.1. The eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities as per PPRA Rules, 2014.
- 23.2. Purchase Order(s) to the successful/technically and financially eligible/lowest bidder will be issued against the required quantity (ies) when required during the contract period and invoices will be paid against actual quantities ordered by the Purchaser.

24. Acceptance Letter

- 24.1. As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

25. Redressal of grievances by the procuring agency

- 25.1. The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 25.2. Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 25.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 25.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

DRAFT

TERMS & CONDITIONS OF THE CONTRACT (TENTATIVE)

Contract Title:

PROCUREMENT OF ELECTRICAL GENERAL ORDER ITEMS

UNDER

FRAMEWORK CONTRACT

[Name of Contractor]

Dated:

TABLE OF CONTENTS

- I. Agreement
- II. General Conditions of Contract
- 26. Contract
- 27. Contract Duration
- 28. Contract Documents and Information
- 29. Contract Language
- 30. Standards
- 31. Commercial Availability
- 32. Patent Right
- 33. Execution Schedule
- 34. Packing
- 35. Delivery
- 36. Installation and Implementation
- 37. Site Preparation
- 38. Safety
- 39. Test Equipment and Tools
- 40. Spare Parts and Support
- 41. Inspection and Testing
- 42. Taking-Over Certificate
- 43. Warranty
- 44. Ownership of Goods and Replaced Components
- 45. Defects Liability Expiry Certificate
- 46. Payment
- 47. Price
- 48. Contract Amendment
- 49. Assignment / Subcontract
- 50. Extensions in time for performance of obligations under the Contract
- 51. Liquidated Damages
- 52. Performance Security
- 53. Blacklisting
- 54. Termination for Default
- 55. Termination for Insolvency
- 56. Termination for Convenience

- 57. Force Majeure
- 58. Dispute Resolution
- 59. Statutes and Regulations
- 60. Taxes and Duties
- 61. Contract Cost
- 62. The Client
- 63. Authorized Representative
- 64. Waiver

Contract Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between Punjab Agriculture & Meat Company (the “Purchaser”), on the one part,

And

[Full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to supply the Services and to remedy defects therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services and provision of the Services and remedying of defects therein.
- 3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder’s Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations
 - e. The Technical Specifications
 - f. Tender Form
 - g. Price Schedule
 - h. Affidavit(s)

- i. Authorized Dealership / Agency Certificate
- j. Performance Security
- k. Service Level Agreement (SLA) (if required)
- L. Non-Disclosure Agreement (if required)
- M. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

**For Punjab Agriculture & Meat Company:
Contractor]:**

For [full legal name of the

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC # _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

II. General Conditions of Draft Contract

26. Contract

- 26.1. The Purchaser shall, after issuance of LOA, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

27. Contract Duration

- 27.1. The Framework Contract duration is initially for the period of two (1) years starting from the date of issuance of Letter of Acceptance and extendable based on provisioning of satisfactory services / goods by the Contractor, needs, requirements and approved budgetary provisions of the Purchaser.

28. Contract Documents and Information

- 28.1. The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

29. Contract Language

- 29.1. The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

30. Standards

- 30.1. The Goods / Items / Services provided under this Contract shall conform to the authoritative latest industry standards.

31. Commercial Availability

- 31.1. The Goods/items supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods/items shall have been sold under two separate contracts by manufacturer globally.

32. Patent Right

- 32.1. The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/items or Service or any part thereof.

33. Execution Schedule

- 33.1. The Contractor shall deliver Goods/items within fifteen (15) days from the issuance of intimation letter(s) by the Purchaser during the period of contract, subsequent to the issuance of Letter of Acceptance.

34. Packing

- 34.1. The Contractor shall provide such packing of the Goods/Items/ as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

35. Delivery

- 35.1. The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable Goods/Items with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods/Item at various Government Offices in Punjab, as specified by the Purchaser at the time of delivery.
- 35.2. The Goods/Items shall remain at the risk and under the physical custody of the Contractor until the delivery, testing and taking over of the Goods is completed.
- 35.3. The Contractor shall ensure that the Goods shall be delivered complete. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

36. Installation and Implementation

- 36.1. The Contractor shall ensure that the implementation design conforms to an open standard by which new services can be added without disruption to existing services.
- 36.2. The Contractor shall ensure that the implementation is fault tolerant. This is accomplished by supplying a set of programs and procedures that allow the system recovery or roll back when a fault is detected.
- 36.3. The Contractor shall provide a document stating step-by-step procedures for installation and disaster recovery to the Purchaser.
- 36.4. The Contractor shall provide all the recent patches and updates for Firmware/Hardware, on a reliable media, with proper labeling, during the installation to the Purchaser.

- 36.5. The Contractor shall configure the system for high availability and reliability, of all hardware and software.
- 36.6. The Contractor shall submit detailed and complete installation, transition and cutover plan for the new system, installation procedures for the new components specifying equipment checkout, installation constraints, operational cutover, maintenance prior to Client acceptance and if special security and/or access arrangements are required.

37. Site Preparation

- 37.1. The Contractor shall be responsible to survey the site, prepare the site, determine power, air conditioning and floor space requirements, identify and install, if necessary, any special / additional power and air conditioning requirements, for the proposed equipment, if any.
- 37.2. The Purchaser and the Client shall facilitate the Contractor in discharge of the above responsibilities.

38. Safety

- 38.1. The Contractor shall be responsible for the embedding of safety features in the inherent design of the equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.
- 38.2. The Contractor shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.
- 38.3. The Contractor shall be responsible for the protection of the power sources, controls, and critical components of the redundant systems and subsystems by shielding or physical separation when possible;

39. Test Equipment and Tools

- 39.1. The Contractor shall evaluate the existing facilities and abilities of the Client to accomplish corrective and preventive maintenance and support and identify additional skills, test equipment and tools required to maintain and support the new equipment. Such test equipment and tools shall be state of the art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

40. Spare Parts and Support

- 40.1. The Contractor shall ensure that the Goods provided by the Contractor, under the Contract are standard and of exact Computer Equipment Hardware and Networking Equipment, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 40.2. The Contractor shall further ensure that the Goods provided by the Contractor, under the Contract shall have no defect, arising from design, materials, installation, configuration, or from any act or omission of the Contractor that may develop under normal use of the provided Goods.
- 40.3. The Contractor shall maintain sufficient backup stock of spare parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.

- 40.4. The Contractor shall ensure availability of spare parts and technical assistance for all components for at least three years, without major changes, after the completion of final acceptance.
- 40.5. The Contractor shall give three months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Security.
- 40.6. The Contractor shall also identify and provide the following:
- 40.6.1. Items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one year of operating stock;
 - 40.6.2. critical items, whose failure would cause a system failure;
 - 40.6.3. items of high cost and/or long lead time (over thirty working days);
 - 40.6.4. items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock;

41. Inspection and Testing

- 41.1. The Client shall inspect and test the Goods supplied, and the Services, under the Contract, to verify their conformity to the Technical Specifications.
- 41.2. The inspections and tests shall be conducted at the premises of the Contractor / at the final destination. Where conducted at the premises of the Contractor, the Contractor shall provide all-reasonable facilities and assistance, including access to drawings, production data and online verification from official web site of the Manufacture, to the inspectors, at no charge to the Purchaser.
- 41.3. The Purchaser may reject the Goods and the Services if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods, Services or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.
- 41.4. The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
- 41.5. Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

42. Taking-Over Certificate

- 42.1. The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.
- 42.2. The Client shall, within seven days of receipt of Contractor's application, either issue the Taking-Over Certificate to the Contractor with a copy to the Purchaser, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the services required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

42.3. Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

43. Warranty

43.1. The Contractor shall warrant to the Purchaser that the Goods supplied by the Contractor, under the Contract are genuine, brand new, non-refurbished, un-altered in any way, of the most recent or current model, imported through proper channel, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

43.2. The Contractor shall further warrant that the Goods / Items supplied by the Contractor, under the Contract shall have no defect, arising from design, materials, workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods / Items.

43.3. The Contractor shall clearly mention Terms and Conditions of service agreements for the Goods supplied after the expiry of initial warranty period. In case of International Warranty, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.

43.4. The Contractor shall provide Manufacturer's warranty for minimum one (1) year (if any) (hereinafter referred as Warranty Period) after the issue of Taking-over Certificate in respect of Item, as the case may be, which will include:

43.4.1. Free, on site repair / replacement of defective / damaged parts and labor, within 48 hours of intimation in Lahore and 72 hours outside Lahore or if extended time acceptable to purchaser;

43.4.2. On site replacement of defective / damaged Goods, if repair of such Goods involves a duration exceeding 48 hours in Lahore and 72 hours outside Lahore or if extended time acceptable to purchaser.

43.5. The Warranty Period shall start from the date of installation / configuration / deployment of the Goods on site (If any).

43.6. The Client shall, by written notice served on the Contractor with a copy to the Purchaser, promptly indicate any claim(s) arising under the warranty.

43.7. The Contractor shall, within the prescribed time period, after receipt of such notice, repair or replace the defective / damaged Goods or parts thereof on site, without any cost to the Purchaser.

43.8. The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied, and the Services provided, under the Contract.

44. Ownership of Goods and Replaced Components

44.1. Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

45. Defects Liability Expiry Certificate

- 45.1. The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.
- 45.2. The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for the items and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the services required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

46. Payment

- 46.1. The Contractor shall provide all necessary supporting documents along with invoice.
- 46.2. The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods/Items supplied and the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 46.3. The Purchaser shall get verified the details of Goods/Items delivered against the invoice from the Concerned Team of PAMCO and Payment shall be made on complete delivery of Goods/Items after issuance of satisfactory certificate by concerned team, as per details given in relevant Letter of Acceptance.
- 46.4. The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods supplied and the Services provided as per, to the Contractor, as per Government policy, in Pak Rupees, through cross cheque.
- 46.5. Contractor shall provide their information as given format of purchaser for payment which includes bank A/C No: Bank Name: and others.
- 46.6. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

47. Price

- 47.1. The Contractor shall not charge prices for the Goods/Items, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

48. Contract Amendment

- 48.1. The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 48.2. The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

48.3. The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

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

49. Assignment / Subcontract

49.1. The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

49.2. The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the required items/services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the required items/services under the contract.

50. Extensions in time for performance of obligations under the Contract

50.1. If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

51. Liquidated Damages

51.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods/ Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

52. Performance Security

52.1. The successful Tenderer shall furnish Performance Security as under:

52.1.1. within ten (10) working days of the receipt of the Acceptance Letter from the Purchaser;

52.1.2. In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in form of CDR/Pay order/Demand Draft.

52.1.3. denominated in Pak Rupees;

- 52.1.4. Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
- 52.1.5. The successful tenderer shall submit a Bank Guarantee or in form of CDR/Pay order/Demand Draft of 1.5% of the annual contract value (Quoted Amount).
- 52.1.6. The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- 52.1.6.1. If the Contractor commits a default under the Contract;
 - 52.1.6.2. If the Contractor fails to fulfill any of the obligations under the Contract
 - 52.1.6.3. If the Contractor violates any of the terms and conditions of the Contract.
- 52.1.7. The Performance Security shall be returned to the Contractor within 30 working days after ending of the agreement.

53. Blacklisting

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

54. Termination for Default

- 54.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract /violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 54.2. If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

55. Termination for Insolvency

- 55.1. If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the

insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

56. Termination for Convenience

- 56.1. The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 56.2. The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:
- 56.3. to have any portion thereof completed and delivered; and/or
- 56.4. to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

57. Force Majeure

- 57.1. For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
- 57.2. The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.
- 57.3. If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract / Letter of Acceptance as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 57.4. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.
- 57.5. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

58. Dispute Resolution

- 58.1. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.
- 58.2. If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

59. Statutes and Regulations

- 59.1. The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.
- 59.2. The Contractor shall, in all matters arising in the performance of the Contract/ Letter of Acceptance, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- 59.3. The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

60. Taxes and Duties

- 60.1. The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.
- 60.2. Purchaser shall deduct sales tax and income tax at the applicable rates by the concerned authorities.

61. Contract Cost

- 61.1. The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

62. The Client

- 62.1. The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
- 62.2. The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- 62.3. The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

63. Authorized Representative

- 63.1. The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 63.2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- 63.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 63.4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

64. Waiver

- 64.1. Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

65. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	<p>The Contractor shall furnish the Bid Security on estimated amount (earnest Money) as under:</p> <p>in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum equivalent to 1% of the estimated price by the purchaser; denominated in Pak Rupees;</p> <p>Have a minimum validity period of ninety days from the last date for submission of the Tender.</p>
Performance Security	<p>The Contractor shall furnish the performance security in the form of bank guarantee/Demand Draft/Pay order/CDR in the name of the purchaser; for a sum equivalent to 3% of the total bid price within 10 working days after receiving the acceptance letter;</p> <p>Have a minimum validity period of 1 year from the date of acceptance letter.</p>
Delivery Period	<p>The Contractor shall deliver ordered item(s), within fifteen (15) days from the date of issuance of intimation letter(s) by the Purchaser, during the period of contract, subsequent to the issuance of Letter of Acceptance.</p>
Liquidated damages for failure / delay in supply of Goods / Items by the Contractor	<p>If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the</p>

	<p>Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / Items, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.</p>
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Electrical Items					
Sr. #	Description	Brand	UOM	Specifications	Required Estimated Qty.
1	Auxiliary Block	General Electric or equivalent	Nos	NC/NO	15
2	Battery	Exide or Equivalent	Nos	12V 200Amp,	4
3	Battery (Exide)	Exide or Equivalent	Nos	12V 100Amp,	2
4	Battery Terminal		Pair	25mm Negative+Positive (Copper)	24
5	Ball Bearing	SKF or Equivalent	Nos	6202-zz	12
6	Ball Bearing	SKF or Equivalent	Nos	6208-zz	6
7	Ball Bearing	SKF or Equivalent	Nos	6000-Rs	60
8	Ball Bearing	SKF or Equivalent	Nos	6002-zz	50
9	Bracket Fan	GFC or Equivalent	Nos	220v 24"	5
10	Rectifier Bridge		Nos	15Amp	12
11	Bed switch	Itefaaq or Equivalent	Nos	15Amp	96
12	Bulb	Philips or Equivalent	Nos	100W E-27	6

13	Bulb	Philips or Equivalent	Nos	200W E-27	6
14	Bulb Holder	Itefaaq or Equivalent	Nos	E-27	48
15	Break Gear		Nos	ID 30mm OD150mm	6
16	Break Leather		Nos	6mm	12
17	Copper lugs		Nos	2.5mm	100
18	Copper lugs		Nos	4mm	100
19	Copper lugs		Nos	6mm	100
20	Copper lugs		Nos	10mm	50
21	Copper lugs		Nos	16mm	50
22	Copper lugs		Nos	25mm	50
23	Copper lugs		Nos	35mm	25
24	Copper lugs		Nos	50mm	20
25	Copper lugs		Nos	70mm	12
26	Cable Cutter		Nos	Large	1
27	Cable Cutter		Nos	Small	2
28	Chanel strip		Ft	Stander	30
29	Copper Strip		Ft	2mm thickness	20
30	Cable Flexible	G.M or Equivalent	coil	23/0.76 3core	6
31	Cable Flexible	G.M or Equivalent	coil	2.5mm	3
32	Cable Flexible	G.M or Equivalent	coil	4mm	2
33	Cable Flexible	G.M or Equivalent	coil	6mm	2

34	Cable	Pakistan cable or equivalent	coil	10mm	1
35	Cable	Pakistan Cable or equivalent	coil	16mm	1
36	Cable	Pakistan Cable or equivalent	coil	25mm	1
37	Cable	Pakistan Cable or equivalent	coil	35mm	1
38	Cable	Pakistan Cable or equivalent	coil	70mm	1
39	Cable	GM or equivalent	Coil	3/0.29	6
40	Cable	GM or equivalent	Coil	7/0.29	6
41	Pvc Connector strip		Nos	100Amp	24
42	Pvc Connector strip		Nos	60Amp	24
43	Pvc Connector strip		Nos	30Amp	24
44	Pvc Connector strip		Nos	15Amp	24
45	Pvc Connector strip		Nos	10Amp	24
46	Contact Cleaner	Universal or equivalent	Nos	250g	12
47	Compressor oil		Ltr	SL-100	20
48	Ceiling Fan	GFC or equivalent	Nos	56"	1
49	Ceiling Fan	GFC or equivalent	Nos	48"	6
50	Ceiling Fan Rod		Nos	MS 1-1/4	6
51	Ceiling Fan Hook		Nos	MS	6
52	D.B Box 2'x4'		Nos	Pvc	6

53	D.B Box 4'x4'		Nos	Pvc	6
54	Dry Battery		Nos	12V, 12Amp (warranty 06 month)	20
55	Dry Battery		Nos	12V, 4.5Amp (warranty 06 month)	64
56	Dry Battery		Nos	6V, 4.5Amp (warranty 06 month)	12
57	Dry Battery		Nos	9V	24
58	Dry Battery Cell		nos	1.5 v	48
59	Dry Battery		Nos	12V, 7Amp (warranty 06 month)	12
60	Emergency Switch		Nos	NO/NC	36
61	Electric Blast	Philips or equivalent	Nos	80W	24
62	Electric Blast Philips	Philips or equivalent	Nos	40W	24
63	Electric Board		Nos	7x4 wooden	12
64	Electric Board		Nos	4x4wooden	12
65	Electric Board		Nos	12x10wooden	12
66	Electric Board		Nos	14x10wooden	12
67	Energy Saver	Philips or equivalent	Nos	23W	200
68	Energy Saver	Philips or equivalent	Nos	24W	100
69	Energy Saver	Philips or equivalent	Nos	45W	24
70	Energy Saver	Philips or equivalent	Nos	14W	50
71	Energy Saver		Nos	85W	50

72	EOCR		Nos	5-70Amp	12
73	Elfie		Nos	Small/Large	6
74	Flexible Pipe		Ft	Pvc	100
75	Emergency Light		Nos	Rechargeable	6
76	Industrial Plug		Nos	32Amp	24
77	Industrial Plug		Nos	63Amp	24
78	Heater Element		Nos	1000W	24
79	Heater Element		Nos	400W	24
80	Fan regulator		Nos	220V	24
81	Pvc Elbow		Nos	3/4"	50
82	Flood Light	Philips or equivalent	Nos	220V 400W	12
83	Electric Extension Lead		Nos	7x4 220V	12
84	HRC Fuse		Nos	2 Amp	24
85	HRC Fuse		Nos	5 amp	50
86	HRC Fuse		Nos	10Amp	50
87	Glass Fuse		Nos	2 Amp	1000
88	Glass Fuse		Nos	5 amp	1000
89	Glass Fuse		Nos	10Amp	500
90	Holder	Itefaaq or equivalent	Nos	B-22	24
91	Holder	Itefaaq or equivalent	Nos	B-27	24
92	Grease	High speed or equivalent	Kg	SKF	5
93	Hooter		Nos	220V	6
94	SS Hollow Bolt		Nos	12mm	12

95	Igniter		Nos	250W	12
96	Insect Killer Rod		Nos	20W Blue	100
97	Joy stick	Heavy Duty or equivalent	Nos	Up/Dwn/Lift/Right	6
98	L-N key		set	SS.Tool	6
99	Limit switch	China or Equivalent	Nos	8111	24
100	Limit switch	Telemechnic or Equivalent	Nos	8112	24
101	L-N key Bolt		Nos	8x6mm	24
102	Soldering iron		Nos	40W,220V	2
103	Magnetic contactor		Nos	LCID-65 220V AC	12
104	Magnetic contactor		Nos	LCID-50 220V AC	12
105	Magnetic contactor		Nos	LCID-32 220V, OR 24V AC/DC	24
106	Magnetic contactor		Nos	LCID-18 220V OR 24V AC/DC	24
107	Magnetic contactor		Nos	LCID-12 220V, OR 24V AC/DC	24
108	Magnetic contactor		Nos	LCID-09 220V, OR 24V AC/DC	24
109	Magnetic contactor		Nos	CL-01 220V, OR 48V, 24V AC/DC	6
110	Magnetic contactor		Nos	CL-02 220V, OR 48V, 24V AC/DC	6
111	Magnetic contactor		Nos	CL-04 220V	12
112	Magnetic contactor		Nos	CL-25 220V	12
113	Magnetic contactor		Nos	CL-01 42VAC	12

114	Motor protection Breaker	General Electric or equivalent	Nos	3 pol 4-9Amp	12
115	Motor protection Breaker	General Electric	Nos	3 pol 8-13Amp	12
116	Motor protection Breaker	General Electric	Nos	3 pol 3-6Amp	12
117	Breaker	General Electric	Nos	1 pol 06 Amp	24
118	Breaker	General Electric	Nos	1 pol 10 Amp	24
119	Breaker	General Electric	Nos	1 pol 16 Amp	24
120	Breaker	General Electric	Nos	1 pol 20 Amp	24
121	MCCB	General Electric	Nos	ATP-60	12
122	MCCB	General Electric	Nos	ATP-250	6
123	MCCB	General Electric	Nos	ATP-100	12
124	Measuring Tape		Nos	50 Mtr	1
125	Motor Fan		Nos	28cm	4
126	Motor Fan		Nos	24cm	4
127	Motor Fan		Nos	23cm	4
128	MS Screw With Nut		Nos	4mm	24
129	MS Nail		Pack	1/2'	3
130	MS Nail		Pack	1'	2
131	MS Nail		Pack	1-1/2'	2
132	MS Nail		Pack	2'	2

133	Digital Multi meter	Koyritsu or Equivalent	Nos	Model 1009	1
134	Clamp meter	Koyritsu or Equivalent	Nos	Kew-2056	1
135	Micro switch		Nos	NO/NC 10Amp	12
136	Magic depoxci		Nos	Large	6
137	Isolator		Nos	3pol 32Amp	24
138	Isolator		Nos	3pol 64Amp	12
139	Push Button		Nos	ON/OFF	100
140	PVC Tape		Nos	red,yellow,Blue,White , Black	500
141	Pvc Duct	Dura or Equivalent	Nos	2"	10
142	Power Supply		Nos	24VDC 5AMP	3
143	Power Supply		Nos	24VDC 3AMP	3
144	PG-Gland		Nos	6mm	48
145	PVC Pipe		Nos	1'	24
146	PVC Pipe		Nos	3/4'	24
147	Pedal Contact	Telemecanique or Equivalent	Nos	NO/NC 10Amp	48
148	PVC Double Tape		Nos	Width1'	4
149	Plier		Nos	9'	2
150	PVC Box		Nos	4x4,	3
151	PVC Box		Nos	6x4	3
152	3 Pin shoe	Itafaq	Nos	15Amp	48
153	Remote		Nos	Rev/Fwd/Up/Dwn	12
154	Remote		Nos	Up/Dwn	24

155	Remote		Nos	ON/OFF	12
156	Relay	Omron or Equivalent	Nos	TR-32	12
157	Relay	Finder or Equivalent	Nos	24VDC 14pin	12
158	Relay	Finder or Equivalent	Nos	220VAC 14pin	12
159	Relay	Finder or Equivalent	Nos	24VDC 8Pin	12
160	Relay	Fined or Equivalent	Nos	220VDC 8Pin	12
161	Samad Bond		Nos	120g	6
162	Selector Switch		Nos	ON/OFF	24
163	Timer Fuji		Nos	400VAC 15Amp	12
164	Timer Fuji		Nos	220VAC 15Amp	12
165	Spener	Top tool or Equivalent	set	6mm to 32mm	1
166	Piano switch	Itafaq	Nos	15Amp	96
167	Piano Socket	Itafaq	Nos	15Amp	96
168	Starter	Philips	Nos	S-2	96
169	Starter	Philips	Nos	S-10	50
170	Approximate sensor		Nos	PNP-18mm	36
171	Approximate sensor		Nos	PNP-30mm	24
172	Electric Switch	China Fitting	Nos	2+2	6
173	Electric Switch	China Fitting	Nos	4+2	6
174	Electric Switch	China Fitting	Nos	6+2	6
175	Electric Switch	China Fitting	Nos	8+2	6
176	Soldering Wire		Nos	500g	6

177	Spring		Nos	12mm, 6"	12
178	S.S Bolt		Nos	10mm	24
179	S.S Screw With Nut		Nos	4mm	24
180	UVT	General Electric	Nos	G E A2000Plus ACB	4
181	Electric Sheet With Box		Nos	4x6	12
182	Toggle Switch		Nos	ON/OFF	24
183	Torch		Nos	Rechargeable 1'	3
184	Tube Rod		Nos	20W	100
185	Tube Rod		Nos	40W	100
186	Solenoid Valve		Nos	Aps	6
187	Sun Switch		Nos	NO/NC 5Amp	12
188	Water Level Relay		Nos	Omron	6
189	Drill Bit		Nos	6mm	12
190	W.D-40		Nos	240g	12
191	Refrigerant	Dupond or Equivalent	Cyl	R-404 A	50
192	Refrigerant	Dupond or Equivalent	Cyl	R-134 A	24
193	Copper tube		Coil	3/4' 22guge	5
194	Copper tube		Coil	1/2' 22guge	5
195	Flare Nut		Nos	1/2', 3/4'	50
196	Solenoid Coil		Nos	1/2', 220VAC	12
197	Solenoid valve	Castle or Equivalent	Nos	7/8"	6
198	Solenoid valve	Danfoss or Equivalent	Nos	7/8"	3

199	Oil Pressure Switch	Danfoss or Equivalent	Nos	0-10 bar	6
200	Pressure Switch	Danfoss or Equivalent	Nos	0-10 bar	6
201	Thermo couple		Nos	K-Type	12
202	Pressure Gauge	Waika or Equivalent	Nos	(-1 to 30 bar)	12
203	Pressure Gauge waika	Waika or Equivalent	Nos	(-1 to 10 bar)	12
204	Heater Rod		Nos	400w	24
205	Wire Heater		Ft	6mm	50
206	Service Valve	Castle or Equivalent	Nos	1/2'	12
207	PVC Rawal Plug		Pkt	6mm	24
208	Wooden Screw		Pack	3/4',	6
209	Wooden Screw		Pack	1'	6
210	Wooden Screw		Pack	1-1/2'	6
211	Wooden Screw		Pack	2'	6
212	Silicon tube		Nos	400g	6
213	Closing coil		Nos	G E A2000Plus ACB	2
214	Charging Motor		Nos	G E A2000Plus ACB	2

NOTE:

1. The bidder shall provide free of charge single specimen sample of their respective quoted items against above given relevant category(s) to the purchaser (if required).

Required Quantities may increase or decrease than to above given tentative quantities and may be ordered on need base.

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Proposal Submission Form

[Location, Date]

To _ (Name and address of Client / Purchaser) _

Dear Sir,

We, the undersigned, offer to provide the _ (Insert title of assignment) _ in accordance with your Request for Proposal No. _____ dated _ (insert date) _. Our attached Proposal is for the sum of _ (insert amount in words and figures) _. This amount is inclusive of all taxes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

ANNEXURE-C**Price Schedule/ Financial Cost Sheet**

Electrical Items								
Sr. #	Description	Brand	UOM	Specifications	QTY/ Year	Unit rate (Excl. GST)	GST	Total Amount (Inclusive GST)
1	Auxiliary Block	General Electric or equivalent	Nos	NC/NO	15			
2	Battery	Exide or Equivalent	Nos	12V 200Amp,	4			
3	Battery (Exide)	Exide or Equivalent	Nos	12V 100Amp,	2			
4	Battery Terminal		Pair	25mm Negative+Positive	24			
5	Ball Bearing	SKF or Equivalent	Nos	6202-zz	12			
6	Ball Bearing	SKF or Equivalent	Nos	6208-zz	6			
7	Ball Bearing	SKF or Equivalent	Nos	6000-Rs	60			
8	Ball Bearing	SKF or Equivalent	Nos	6002-zz	50			
9	Bracket Fan	GFC or Equivalent	Nos	220v 24"	5			
10	Rectifier Bridge		Nos	15Amp	12			

11	Bed switch	Itefaaq or Equivalent	Nos	15Amp	96			
12	Bulb	Philips or Equivalent	Nos	100W E-27	6			
13	Bulb	Philips or Equivalent	Nos	200W E-27	6			
14	Bulb Holder	Itefaaq or Equivalent	Nos	E-27	48			
15	Break Gear		Nos	ID 30mm OD150mm	6			
16	Break Leather		Nos	6mm	12			
17	Copper lugs		Nos	2.5mm	100			
18	Copper lugs		Nos	4mm	100			
19	Copper lugs		Nos	6mm	100			
20	Copper lugs		Nos	10mm	50			
21	Copper lugs		Nos	16mm	50			
22	Copper lugs		Nos	25mm	50			
23	Copper lugs		Nos	35mm	25			
24	Copper lugs		Nos	50mm	20			
25	Copper lugs		Nos	70mm	12			
26	Cable Cutter		Nos	Large	1			
27	Cable Cutter		Nos	Small	2			
28	Chanel strip		Ft	Stander	30			
29	Copper Strip		Ft	2mm thickness	20			
30	Cable Flexible	G.M or Equivalent	Coil	23/0.76 3core	6			
31	Cable Flexible	G.M or Equivalent	Coil	2.5mm	3			

32	Cable Flexible	G.M or Equivalent	Coil	4mm	2			
33	Cable Flexible	G.M or Equivalent	Coil	6mm	2			
34	Cable	Pakistan cable or equivalent	Coil	10mm	1			
35	Cable	Pakistan Cable or equivalent	Coil	16mm	1			
36	Cable	Pakistan Cable or equivalent	Coil	25mm	1			
37	Cable	Pakistan Cable or equivalent	Coil	35mm	1			
38	Cable	Pakistan Cable or equivalent	Coil	70mm	1			
39	Cable	GM or equivalent	Coil	3/0.29	6			
40	Cable	GM or equivalent	Coil	7/0.29	6			
41	Pvc Connector strip		Nos	100Amp	24			
42	Pvc Connector strip		Nos	60Amp	24			
43	Pvc Connector strip		Nos	30Amp	24			
44	Pvc Connector strip		Nos	15Amp	24			
45	Pvc Connector strip		Nos	10Amp	24			

46	Contact Cleaner	Universal or equivalent	Nos	250g	12			
47	Compressor oil		Ltr	SL-100	20			
48	Selling Fan	GFC or equivalent	Nos	56"	1			
49	Selling Fan GFC	GFC or equivalent	Nos	48"	6			
50	Selling Fan Rod		Nos	MS 1-1/4	6			
51	Selling Fan Hook		Nos	MS	6			
52	D.B Box 2'x4'		Nos	Pvc	6			
53	D.B Box 4'x4'		Nos	Pvc	6			
54	Dry Battery		Nos	12V, 12Amp (warranty 06 month)	20			
55	Dry Battery		Nos	12V, 4.5Amp (warranty 06 month)	64			
56	Dry Battery		Nos	6V, 4.5Amp (warranty 06 month)	12			
57	Dry Battery		Nos	9V	24			
58	Dry Battery Cell		Nos	1.5 v	48			
59	Dry Battery		Nos	12V, 7Amp (warranty 06 month)	12			
60	Emergency Switch		Nos	NO/NC	36			
61	Electric Blast	Philips or equivalent	Nos	80W	24			
62	Electric Blast Philips	Philips or equivalent	Nos	40W	24			

63	Electric Board		Nos	7x4 wooden	12			
64	Electric Board		Nos	4x4wooden	12			
65	Electric Board		Nos	12x10wooden	12			
66	Electric Board		Nos	14x10wooden	12			
67	Energy Saver	Philips or equivalent	Nos	23W	200			
68	Energy Saver	Philips or equivalent	Nos	24W	100			
69	Energy Saver	Philips or equivalent	Nos	45W	24			
70	Energy Saver	Philips or equivalent	Nos	14W	50			
71	Energy Saver		Nos	85W	50			
72	EOCR		Nos	5-70Amp	12			
73	Elfie		Nos	Small/Large	6			
74	Flexible Pipe		Ft	Pvc	100			
75	Emergency Light		Nos	Rechargable	6			
76	Industrial Plug		Nos	32Amp	24			
77	Industrial Plug		Nos	63Amp	24			
78	Heater Element		Nos	1000W	24			
79	Heater Element		Nos	400W	24			
80	Fan regulator		Nos	220V	24			
81	Pvc Elbow		Nos	3/4"	50			
82	Flood Light	Philips or equivalent	Nos	220V 400W	12			
83	Electric Extension Lead		Nos	7x4 220V	12			
84	HRC Fuse		Nos	2 Amp	24			

85	HRC Fuse		Nos	5 amp	50			
86	HRC Fuse		Nos	10Amp	50			
87	Glass Fuse		Nos	2 Amp	1000			
88	Glass Fuse		Nos	5 amp	1000			
89	Glass Fuse		Nos	10Amp	500			
90	Holder	Itefaaq or equivalent	Nos	B-22	24			
91	Holder	Itefaaq or equivalent	Nos	B-27	24			
92	Grease	High speed or equivalent	Kg	SKF	5			
93	Hooter		Nos	220V	6			
94	SS Hollow Bolt		Nos	12mm	12			
95	Igniter		Nos	250W	12			
96	Insect Killer Rod		Nos	20W Blue	100			
97	Joy stick	Heavy Duty or equivalent	Nos	Up/Dwn/Lift/Right	6			
98	L-N key		Set	SS.Tool	6			
99	Limit switch	China or Equivalent	Nos	8111	24			
100	Limit switch	Telemechnic or Equivalent	Nos	8112	24			
101	L-N key Bolt		Nos	8x6mm	24			
102	Soldering iron		Nos	40W,220V	2			
103	Magnetic contactor		Nos	LCID-65 220V AC	12			

104	Magnetic contactor		Nos	LCID-50 220V AC	12			
105	Magnetic contactor		Nos	LCID-32 220V, OR 24V AC/DC	24			
106	Magnetic contactor		Nos	LCID-18 220V OR 24V AC/DC	24			
107	Magnetic contactor		Nos	LCID-12 220V, OR 24V AC/DC	24			
108	Magnetic contactor		Nos	LCID-09 220V, OR 24V AC/DC	24			
109	Magnetic contactor		Nos	CL-01 220V, OR 48V, 24V AC/DC	6			
110	Magnetic contactor		Nos	CL-02 220V, OR 48V, 24V AC/DC	6			
111	Magnetic contactor		Nos	CL-04 220V	12			
112	Magnetic contactor		Nos	CL-25 220V	12			
113	Magnetic contactor		Nos	CL-01 42VAC	12			
114	Motor protection Breaker	General Electric or equivalent	Nos	3 pol 4-9Amp	12			
115	Motor protection Breaker	General Electric	Nos	3 pol 8-13Amp	12			
116	Motor protection Breaker	General Electric	Nos	3 pol 3-6Amp	12			
117	Breaker	General Electric	Nos	1 pol 06 Amp	24			
118	Breaker	General Electric	Nos	1 pol 10 Amp	24			

119	Breaker	General Electric	Nos	1 pol 16 Amp	24			
120	Breaker	General Electric	Nos	1 pol 20 Amp	24			
121	MCCB	General Electric	Nos	ATP-60	12			
122	MCCB	General Electric	Nos	ATP-250	6			
123	MCCB	General Electric	Nos	ATP-100	12			
124	Measuring Tape		Nos	50 Mtr	1			
125	Motor Fan		Nos	28cm	4			
126	Motor Fan		Nos	24cm	4			
127	Motor Fan		Nos	23cm	4			
128	MS Screw With Nut		Nos	4mm	24			
129	MS Nail		Pack	1/2'	3			
130	MS Nail		Pack	1'	2			
131	MS Nail		Pack	1-1/2'	2			
132	MS Nail		Pack	2'	2			
133	Digital Multi meter	Koyritsu or Equivalent	Nos	Model 1009	1			
134	Clamp meter	Koyritsu or Equivalent	Nos	Kew-2056	1			
135	Micro switch		Nos	NO/NC 10Amp	12			
136	Magic depoxci		Nos	Large	6			
137	Isolator		Nos	3pol 32Amp	24			
138	Isolator		Nos	3pol 64Amp	12			

139	Push Button		Nos	ON/OFF	100			
140	PVC Tape		Nos	red,yellow,Blue, White, Black	500			
141	Pvc Duct	Dura or Equivalent	Nos	2"	10			
142	Power Supply		Nos	24VDC 5AMP	3			
143	Power Supply		Nos	24VDC 3AMP	3			
144	PG-Gland		Nos	6mm	48			
145	PVC Pipe		Nos	1'	24			
146	PVC Pipe		Nos	3/4'	24			
147	Pedal Contact	Telemecanique or Equivalent	Nos	NO/NC 10Amp	48			
148	PVC Double Tape		Nos	Width1'	4			
149	Plier		Nos	9'	2			
150	PVC Box		Nos	4x4,	3			
151	PVC Box		Nos	6x4	3			
152	3 Pin shoe	Itafaq	Nos	15Amp	48			
153	Remote		Nos	Rev/Fwd/Up/Dwn	12			
154	Remote		Nos	Up/Dwn	24			
155	Remote		Nos	ON/OFF	12			
156	Relay	Omron or Equivalent	Nos	TR-32	12			
157	Relay	Finder or Equivalent	Nos	24VDC 14pin	12			
158	Relay	Finder or Equivalent	Nos	220VAC 14pin	12			

159	Relay	Finder or Equivalent	Nos	24VDC 8Pin	12			
160	Relay	Fined or Equivalent	Nos	220VDC 8Pin	12			
161	Samad Bond		Nos	120g	6			
162	Selector Switch		Nos	ON/OFF	24			
163	Timer Fuji		Nos	400VAC 15Amp	12			
164	Timer Fuji		Nos	220VAC 15Amp	12			
165	Spener	Top tool or Equivalent	Set	6mm to 32mm	1			
166	Piano switch	Itafaq	Nos	15Amp	96			
167	Piano Socket	Itafaq	Nos	15Amp	96			
168	Starter	Philips	Nos	S-2	96			
169	Starter	Philips	Nos	S-10	50			
170	Approximate sensor		Nos	PNP-18mm	36			
171	Approximate sensor		Nos	PNP-30mm	24			
172	Electric Switch	China Fitting	Nos	2+2	6			
173	Electric Switch	China Fitting	Nos	4+2	6			
174	Electric Switch	China Fitting	Nos	6+2	6			
175	Electric Switch	China Fitting	Nos	8+2	6			
176	Soldering Wire		Nos	500g	6			
177	Spring		Nos	12mm, 6"	12			
178	S.S Bolt		Nos	10mm	24			

179	S.S Screw With Nut		Nos	4mm	24			
180	UVT	General Electric	Nos	G E A2000Plus ACB	4			
181	Electric Sheet With Box		Nos	4x6	12			
182	Toggle Switch		Nos	ON/OFF	24			
183	Torch		Nos	Rechargable 1'	3			
184	Tube Rod		Nos	20W	100			
185	Tube Rod		Nos	40W	100			
186	Solenoid Valve		Nos	Aps	6			
187	Sun Switch		Nos	NO/NC 5Amp	12			
188	Water Level Relay		Nos	omron	6			
189	Drill Bit		Nos	6mm	12			
190	W.D-40		Nos	240g	12			
191	Refrigerant	Dupond or Equivalent	Cyl	R-404 A	50			
192	Refrigerant	Dupond or Equivalent	Cyl	R-134 A	24			
193	Copper tube		Coil	3/4' 22guge	5			
194	Copper tube		Coil	1/2' 22guge	5			
195	Flare Nut		Nos	1/2', 3/4'	50			
196	Solenoid Coil		Nos	1/2', 220VAC	12			
197	Solenoid valve	Castle or Equivalent	Nos	7/8"	6			
198	Solenoid valve	Danfoss or Equivalent	Nos	7/8"	3			
199	Oil Pressure Switch	Danfoss or Equivalent	Nos	0-10 bar	6			

200	Pressure Switch	Danfoss or Equivalent	Nos	0-10 bar	6			
201	Thermo couple		Nos	K-Type	12			
202	Pressure Gauge	Waika or Equivalent	Nos	(-1 to 30 bar)	12			
203	Pressure Gauge waika	Waika or Equivalent	Nos	(-1 to 10 bar)	12			
204	Heater Rod		Nos	400w	24			
205	Wire Heater		Ft	6mm	50			
206	Service Valve	Castle or Equivalent	Nos	1/2'	12			
207	PVC Rawal Plug		Pkt	6mm	24			
208	Wooden Screw		Pack	3/4',	6			
209	Wooden Screw		Pack	1'	6			
210	Wooden Screw		Pack	1-1/2'	6			
211	Wooden Screw		Pack	2'	6			
212	Silicon tube		Nos	400g	6			
213	Closing coil		Nos	G E A2000Plus ACB	2			
214	Charging Motor		Nos	G E A2000Plus ACB	2			

Notes to Price Table:

- i. X1 will determine the total bid cost.
- ii. Prices must be quoted for all items.
- iii. The Framework Contract duration is initially for the period of one (1) year starting from the date of issuance of Letter of Acceptance and extendable, based on provisioning of satisfactory services / goods by the Contractor, needs, requirements and approved budgetary provisions of the Purchaser.
- iv. Purchase Order(s) will be issued against the required quantity(ies) when required during the contract period and invoices will be paid against actual quantities ordered by the Purchaser.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person Name:
(Company Seal)

In the capacity of
Dully authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

ANNEXURE-D

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a. Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c. We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d. We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal

ANNEXURE-E

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a. To be executed by an authorized representative of the bidder.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-F

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-G

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

[The Seller/Supplier/Contractor] 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 / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] 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 the Purchaser.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

ANNEXURE-H

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No. _____, hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2016 ____.

GUARANTOR

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____