



**BACHA KHAN MEDICAL COMPLEX
MTI, SWABI**

(AFTER PRE-BID)

**BIDDING DOCUMENTS
FOR
DESIGNING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
NEGATIVE AND POSITIVE PRESSURE FOR ISOLATION BLOCK**

VOLUME-I

GENERAL CONDITION OF CONTRACT, EVALUATION CRITERIA AND BOQ

**Manager Material Management
BKMC/GKMC-MTI, Swabi**

**Manager Maintenance & Engineering
BKMC/GKMC-MTI, Swabi**

**Hospital Director
BKMC-MTI, Swabi**

Table of Contents

Table of Contents

1	Scope of Work	5
2	Bids Submission Requirements.....	5
	LOCAL ITEMS:	7
4	Liquidated Damages	8
5	Project Timeline:.....	8
6	General Terms and Conditions	8
1.	Technical Compliance Data:.....	10
	Mandatory Requirement	Error! Bookmark not defined.
	Original Brochure	211
	Name:	222
	Designation:.....	222
	Signature:	222
	Name of Firm:.....	222
	Stamp of Firm:	222
	PURCHASER’S RIGHT TO VARY QUANTITIES AT TIME OF A WARD.....	266
	NOTIFICATION OF AWARD / ADVANCE CONTRACT:	266
	AWARD OF CONTRACT AND CONTRACT AGREEMENT.....	266
	UNDERTAKING:	277
	CERTIFICATE:	29
	BID FORM AND PRICE SCHEDULE	29
	BID SECURITY FORM:	300
	CONTRACT AGREEMENT:.....	311
	Now this contract Witness As Follows:.....	311
	PERFORMANCE SECURITY FORM:-.....	Error! Bookmark not defined.

INDEX

1. (a) Invitation for bids and (b) knockout clauses
2. Scope of Work
3. Evaluation Criteria
4. Financial Bid Evaluation Criteria
5. Submission of Documents
6. Terms and conditions
7. Purchaser's right to vary Quantities at time of award.
8. Notification of award / Advance contract
9. Award of contract and contract Agreement
10. Performance Security
11. Payment Terms
12. Fee for Award of Contract
13. Undertaking
14. Certificate
15. Bid form and price Schedule
16. Bid Security Form
17. Contract Agreement
18. Performance Security Form

1(a) INVITATION FOR BIDS

Date: _____

- The Hospital Director Medical Teaching Institute, Bacha Khan Medical Complex Swabi invites sealed bids under National Competitive Bidding for designing, supply, installation, testing & commissioning of negative and positive pressure for isolation block, under rule 6(2)(b) "Single Stage Two Envelop Bidding Procedure" of KPPRA Rules 2014. **Technical** and **Financial** proposals should be sealed in two separate envelopes and be placed in third envelope. The name of the Bidder and Tender description shall be clearly marked on the envelope separately.
- The bidders are required to submit bid security @2% of the quoted price in the name of Hospital Director Bacha Khan Medical Complex-MTI, Swabi. An Affidavit is required, without indicating the figure in the technical bid that bid security is placed in the financial bid. The quoted rates must be both F.O.R basis.
- Joint ventures firms are not eligible to participate in the tender.
- The tenders complete in all respect must reach the undersigned by _____ hrs on _____, which will be opened at _____ hrs. on the same day in the Hospital Director office of the BKMC-MTI, Swabi in the presence of the bidders/representative and the committee members.
- Competent Authority reserves the right to reject any or all the bids as per provisions contained in rule 47 of KPPRA Rules 2014.

Address: -

OFFICE OF THE HOSPITAL DIRECTOR
BKMC-MTI, Swabi

**Hospital Director
Bacha Khan Medical Complex
MTI, Swabi**

1 Scope of Work

- The Selected Bidder will be responsible for the, installation, testing and commissioning of VRF condensing unit with AHU's type Air Conditioning system along with auxiliaries and components at Bacha Khan Medical Complex Swabi
- Selected Bidder must ensure that the supplied equipment is fully operational, new and perform properly and meet RFP's Technical requirement.
- At the time of installation and commissioning, Selected Bidder must provide Comprehensive documentation of system deployed including diagrams, labeling, schematics, configuration and manuals etc.
- Selected bidder shall have to complete the project within required time period after signing the contract. The time period for completion of this project is 9 months.

2 Bids Submission Requirements:

- Bidders shall submit the Bid along with brochures/data sheets explaining all the quoted items as mentioned in BOQ.
- The bidder must provide Project Execution Plan, Design Proposal with layouts, diagrams, etc. along with Technical Proposal.
- Bidders are required to fill and sign all pages of "Bill of Costs" in writing while following the format given, Bidders are required to submit their financial proposals in PAK Rupees (Rs.)
- The Bidder shall clearly mention completion period of project in his proposal.
- The bidder must submit letter verifying that the quoted solution complies with required Performance parameter.

3 Selection Procedures

- Bacha khan medical complex intent in issuing this Tender Document is to award a contract to the lowest and best responsive bidder who meets specifications as laid out in technical specification and who fulfill all Mandatory Requirements mentioned in General Terms and Conditions.
- If any of the requirements or equipment specifications is not met by the bidder, the bid will be considered as non- responsive, and the bid of the next bidder will be considered.
- After the approval of contract award, a contract agreement on the stamp paper worth Rs. 100/- shall be executed by the Bacha khan medical complex with selected bidder within 15 days from the date of issuance of Letter of Intent on standard terms and conditions.

Mode of Payment**IMPORTED ITEMS:**

- 30% (Thirty percent) of the quoted rates of imported items in schedule of prices shall be paid on delivery of equipment/materials at site and issuance of inspection certificates and approval by the Engineer.
- 30% (Thirty percent) of the quoted rates of imported equipment/materials in schedule of prices shall be paid on completion of installation to the satisfaction of the Engineer and Consultant.
- 40% (forty percent) of the quoted rates of local equipment/materials in schedule of prices shall be paid on completion of testing and commissioning of the equipment and system and issuance of taking over certificate by the Engineer and Consultant.
- The successful bidder has to furnish the 10% Bid security in the shape of CDR in favor of Hospital director Bacha Khan Medical Complex.

LOCAL ITEMS:

- 70% (seventy percent) of the quoted rates of local items in schedule of prices shall be paid on delivery of equipment/materials at site and issuance of inspection certificates and approval by the Engineer and Consultant.
- 10% (ten percent) of the quoted rates of local equipment/materials in schedule of prices shall be paid on completion of installation to the satisfaction of the Engineer.
- 10% (ten percent) of the quoted rates of local equipment/materials in schedule of prices shall be paid on completion of testing and commissioning of the equipment and system and issuance of taking over certificate by the Engineer.
- The balance 10% (ten percent) of the BOQ rates shall be adjusted towards retention Money that will be paid after the expiry of warranty period and on the certification of the Engineer.
- The successful bidder has to furnish the Performance Guarantee in the shape of Insurance Guarantee from AA rating insurance company equivalent to 10 % of the total contract. The said Guarantee will be released after the successful testing and commissioning of HVAC system at Bacha Khan Medical Complex.

Liquidated Damages

In case of delay, Bacha Khan medical complex Swabi reserves the right to impose a penalty of the total amount of the contract at the rate of 0.5% of the total contract value for each week of delay.

4 Project Timeline:

9 months from start of project.

5 General Terms and Conditions

Following general terms & conditions apply to this RFP

- Validity period of the bids regarding the award of contract shall be 9 months (270 days).
- The decisions of Hospital Director, BKMC-MTI, Swabi will be binding on all concerned and will in no case be challengeable at any forum or any court of law.
- Joint ventures firms are not eligible to participate in the tender.
- Till the warranty period the vendor will provide staff for maintenance.
- If any bidder wins the tender the system will run from the generator and transformer both separately.
- Bids are liable to be rejected if; they are not conforming the terms, conditions and specifications stipulated in this RFP.
- During the examination, evaluation and comparison of the bids, the Hospital Director, BKMC Swabi at its sole discretion may ask the bidder for clarifications of its bid.
- The request for clarification and the response both shall be in writing/email. However, no change in the price or substance of the bid shall be sought, offered or permitted after bid submission.
- Total Bid Value (Cost of Installation & Commissioning etc. as per BOQ) shall account for financial evaluation and so shall be included in Total Bid Value.
- The amount submitted as Earnest Money (2%) shall be refunded to the Unsuccessful bidders after the decision of "Tender Committee" for the award of said tender.
- If there is a discrepancy between unit price and total price in the submitted bid which is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a mistake in

GENERAL CONDITION OF CONTRACT

- Addition/ totaling that shall be corrected. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and his bid security forfeited.
- Incomplete and conditional BIDs will not be entertained.
- In case of any dispute between the two parties of any matter arising out of after Signing the contract agreement, the case shall be referred to Hospital Director, BKMC Swabi whose decision shall be final and binding on both parties.
- Bids submitted via email or fax will not be entertained.
- Bidders indemnify BKMC Swabi against all third-party claims of
- Infringement of patent trade mark, industrial design rights arising from use of the goods of any part thereof in Pakistan.
- BKMC Swabi reserves the right to accept/reject wholly or partially any tender at any stage of the tender process.
- Late Submitted documents shall not be entertaining.

EVALUATION CRITERIA

The following documents need to be submitted by the tenderer:

1. **Technical Compliance Data:**

1. Technical Compliance sheet to be filled
2. Technical/ General condition of contract should be signed and stamped by bidder.

The company documents must show documents proof of the following:

- (a) Financial capability
- (b) The availability of the execution equipment required to carry out the works.
- (c) Capability to schedule the work, monitor progress against schedules and modify schedules on a current and updated basis utilizing computerized CPM or equivalent techniques.
- (d) Capability to obtain and transport to the site all of the necessary materials required for execution.
- (e) Capabilities to manage supervise and perform the work in a manner and quality commensurate with the highest level achievable in the industry.

QUALIFICATION CRITERIA

Qualification of Bidders Shall be evaluated on the basis of mentioned criteria. Bidders must secure at least 70% score against each category.

The Employer reserves the right to accept or reject any bid and /Or wave minor deviation, if they do not materially affect the capability of the Bidder to perform the Contract.

A. Mandatory Requirements:

- i. Valid registration With PEC in C-4 or above with relevant code of EE03, EE04, ME01 ME04 specialization. And valid registration with the C&W Department KPK of all bidders.
- ii. Affidavit of non-blacklisting prepared within the Current month of submission of Bidding Documents.
- iii. History of litigation or arbitration resulting from contracts completed of under execution by the Bidder. In case the firm has never been involved in litigation, an affidavit to such effect should be provided.
- iv. Registration with income Tax department (Valid NTN)
- v. Registration with KPRA (Valid)
- vi. Authorized distribution of the approved equipment's.
- vii. The Designing must be submitted with technical bid
- viii. Designer must be registered with PEC

B. Detailed Criteria:

The detailed qualification evaluation shall be carried out on the basis of the criteria for the different categories and minimum passing marks prescribed hereunder.

Sr.No.	Category	Weightage / Marks	Passing Marks
	Experience Record		20
	Proof of agent/Sol Distributers for last 2 years		05
	Personal Capabilities		7.50
	Equipment Capabilities		7.50
	Financial Soundness		10
	Total:		70
	Total: (Aggregate Passing Marks)		

The detailed qualification evaluation shall be carried out as per sub-criteria.

1. Experience:

Sr .No	Sub- Category	Maximum Marks	Marks Allocation
a)	<p style="text-align: center;"><u>Completed Works:</u></p> <p>Experience as supply and execution of HVAC Works of similar nature and quantum executed during last five (05) year</p>	20	<ul style="list-style-type: none"> • 15 Marks will be awarded for each completed HVAC Project having cost of Rs.60M or above • 05 Marks will be awarded for each completed HVAC Project having cost of Cost.40M • No Marks will be awarded for the work having cost less than 40M.
b)	<p style="text-align: center;"><u>Work in Hand</u></p> <p>Experience as supply and execution of HVAC Works in hand of similar nature and quantum</p>	20	<ul style="list-style-type: none"> • 15 marks will be awarded for each work in hand HVAC Project having Cost of Rs.80M or above • 05 Marks will be awarded for each completed HVAC project having cost of Rs.40M • No Marks will be awarded for the work having cost less than 40M.
	B.Sc Engineer registered with Pakistan Engineering Council	9	

GENERAL CONDITION OF CONTRACT

	DAE	6	<ul style="list-style-type: none"> • 4 Marks will be awarded for each B.Sc Engineer having at least 10 years relevant experience 2 Marks will be awarded for each B.Sc Engineer having at least 5 years relevant experience maximum up to 4 marks • Marks will be awarded for each B.Tech Engineer having at least 10years relevant experience 1 Mark will be awarded for each B.Tech Engineer at least 5 years relevant experience , up to maximum of 4 marks.
	Total Marks Allocated		15

Personnel Capabilities:

Designation	Maximum Marks	Marks Allocation
Project Manager B.Sc. Mechanical Engineer registered with Pakistan Engineering Council	06	<ul style="list-style-type: none"> 06 Marks will be awarded for B.Sc Mechanical Engineer registered with Pakistan Engineering council having at least 15 Years relevant experience
Site Engineer B.Sc. Mechanical Engineer registered with Pakistan Engineering Council	04	<ul style="list-style-type: none"> 04 Marks will be awarded for B.Sc Mechanical Engineer registered with Pakistan Engineering council having at least 08 Years relevant experience
Electrical Engineer B.Sc. Mechanical Engineer registered with Pakistan Engineering Council	05	<ul style="list-style-type: none"> 05 Marks will be awarded for B.Sc Electrical Engineer registered with Pakistan Engineering council having at least 09 Years relevant experience
Total Marks Allocated	15	

Note:

The applicant must provide verifiable proof of employment of the staff and attach detailed as follow:

- i. CV's (with picture on right top corner of first page) duly signed by proposed candidates
- ii. Attested Photocopy of highest qualification degree
- iii. Photocopy of PEC card or equivalent (for Engr.Only)
- iv. Photocopy of CNIC
- v. Photocopy of Contract Agreement on stamp paper between the key personnel and the firm for current year.

3. Equipment Capabilities:

Equipment	Marks
Sheet Bending Machine	02
Sheet Roller Machine	01
Lock Former Machine	02
Sheet Bending Machine Heavy Gauge	02
Sheet Presses	01
Roller Cutter Machines	01
Power Die	01
Drill Machine with Stone Cutter	01
Welding Transformer	01
Generators	01
Hydraulic Pressure Testing Pumps	01
Riveting Machines	01
Total Marks Allocated	15

4. Financial Capabilities:

The Minimum annual volume of construction work (Annual Turn –Over) shall be Rs. 130 Million during any of the last three years. The audit reports are acceptable prepared by the auditor duly listed in QCR.

Annual Turn Over	Marks
i. Rs. 100 to Rs.300 million	15
ii. Above Rs. 300 million	05
Maximum Marks Allocated	20

The minimum amount of liquid assets (average of last three years) & credit facilities (current) net of other construction commitment. Shall be Rs. 30 million firms shall be submitting copies of latest Bank statement and credit line facility.

Liquid Assets	Marks
i. Rs. 30 to 40 million	11
ii. Above Rs. 40 million	15
Maximum Marks Allocated	15

- C.** Bidder must provide verified documentary evidence to demonstrate their experience personal. Equipment and financial Capabilities including but not limited to the following.
- i. Letter of Acceptance for on-going projects and taking over/ Completion certificates to completed projects.
 - ii. Verifiable proof of employment of the personal with detailed CV's and copy of PEC registration Certificate of B.Sc Engineers and degree of B.Tech.
 - iii. The Bidder shall submit copies of annual account / audit reports for the last three years duly certified by the Chartered Accounts/Bank, line (s) of credit and must indicate the soundness of the Applicants financial position.
- D.** No marks will be given to the information to the information for which documentary evidence is not provided.
- E.** Proportionate will be given if available quantity of equipment is less than minimum required as above.

The contractor should note that only equipment / material from the following approved manufactured shall be allowed to be used on this project.

List of Items with Specification

S.No.	Equipment / Material	Recommended Manufactured
01.	DX coil AHU with Matching Condensing Units	Daiken, Mitsubishi, Clivet, Boreas Korea, Japan, USA, Western Europe.
02.	Air Cooled Packaged outdoor condensing inverter type variable refrigerant flow	Daiken, LG, Mitsubishi, Samsung Korea, Japan, USA & Western Europe.
03.	Ducted Concealed fan coil units	Daiken, Mitsubishi, LG, Samsung Korea, Japan, USA, & Western Europe.
04.	PVC Pipes	Beta, Dadex, Plasco, Alpha, Polo or approved equal.
05.	Duct Insulation & Sound Liner	Afico, Kimmco, Owens Corning
06.	GI Sheets	ISL or any other imported make available locally.
07.	Electrical Panels	Siemens, Electrech, Eectromech, South Asian, HumProtect or approved Eq.
08.	Refrigerant Pipe Insulation	ISO Pipe, Aero duct, Aero Flex
09.	Electric Cable/Control/Comm... Cable	Pakistan Cable, Fast Cable or Newage cable
10.	Hepa Filters	AAF, Trox, Eco Air, GEA
11.	Flexible Round Duct	Atco, Frantechm, Therma flex
12.	Air Curtain	Teco, Fast, Theodor or approved equal
13.	Copper pipe	Imported GD approved or approved equal
14.	Exhaust Fans	Aerotech, Sasa, Air Mech (Pakistan)
15.	Reheat Electrical Coil	Local Made approved by the engineer
16.	Hanger and support system	Mungo, Link, Index, Fisher or approved equal
17.	All equipment/Materials other stated above	Make approved by the employer
18.	Transformer 200 KVA (pedal)	Pel or Equivalent
19.	Generator 200 KVA with ATS Panel & Kenopi	Caterpillar, Perkins
20.	Cable 150 mm Single Core (Per RFT)	Fast Cable, Pakistan Cable or Newage cable

Note: Warranty including parts and services will be 3000 hrs.

FINANCIAL BID EVALUATION CRITERIA:

The CRITERIA for the evaluation of the financial bids shall be as follows:

The Consultant will examine the Bids to determine whether;

The Bid is complete and does not deviate from the scope,

- Any computational errors have been made,
 - The required sureties have been furnished,
 - The documents have been properly signed,
 - The Bid is valid till required period,
 - The Bid prices are firm during currency of contract.
 - Completion period offered is within specified limits,
 - The bid shall be declared substantially responsive if it satisfies all these conditions.
 - The bid will not be considered, if;
 - it is not accompanied with Bid Security,
 - it is unsigned,
 - Its validity is less than specified,
 - It is submitted for incomplete scope of work,
 - It indicates completion period later than specified,
 - It indicates that prices quoted are not firm during currency of the contract,
 - It indicates that Goods and material to be supplied do not meet eligibility requirements,
 - It indicates that Bid prices do not include the amount of all taxes,
 - If Bidder refuses to accept arithmetic corrections,
 - If it is materially and substantially different from the Conditions/Specifications of the Bidding Documents,
- Any conditional bid.

Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures, the amount in words shall prevail. If there is a discrepancy between the total Bid Price entered in the Form of Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Bid will be corrected by the Employer/Engineer in accordance with the Corrected Schedule of Prices.
- If the Bidder does not accept the corrected amount, his Bid will be rejected and his Bid Security be forfeited.
- Prior to the detailed evaluation, the Consultant will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.
- A material deviation or reservation is one which affect in any substantial way the scope, quality or performance of the Works; which limits in any substantial way, in consistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids
- The Engineer's determination of Bid responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.
- A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- Any minor informality or non-conformity in a Bid which does not constitute a material/substance of bid document deviation may be waived by Employer, provided such waiver does not prejudice to affect the relative ranking of any Bid.

Detailed Evaluation of Bid

- The Employer/Engineer will evaluate and compare only the bids determined to be substantially responsive as per requirements given above:
- Evaluation and Comparison of Bids procedure
- Bids will be evaluated for each item for complete scope of work
- In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price.

Price Adjustment for Completeness in Scope of Work

- In case of omission in the scope of work of a quoted item price, NO adjustment for the omitted item(s) shall be applied provided that the Bidder has mentioned in his bid that the same is covered in any other item(s).
- In case of omission in the scope of work of a quoted item price, adjustment for the omitted item(s) shall be applied as the highest price quoted for that item by the other responsive bidders, provided that the Bidder has NOT mentioned in his bid that the same is covered in any other item(s).

Price adjustment for completion Schedule

- Bids indicating completion in advance of the dates stated in Preamble to Conditions of Contract, no credit will be given in this evaluation.

TERMS AND CONDITION

- Bid should remain valid for 90 days from the date of financial opening.
- The supplier will be bound to train nominated technical personnel to operate / repair and maintain the supplied equipment.
- Bidders should confirm the presence of Manufacturers trained service/installation Engineers /Technicians and provide the detail of their working experience, Manufacture training Certificate, list of tools and test equipment, approximate area of workshop in the premises of their office and address along with the bid.
- List of hospitals, name of department, contact numbers of the end users, in which the quoted equipment is working must be attached. Copy of previous installation report in a reputed Govt./Private/Teaching Hospitals/ repair certificate if any, of the similar quoted items from the end user should be attached along with the bid.
- In this tender envelops procedure as per PPRA 2010 rules will be followed i.e., Technical and Financial proposal separately, i.e., single stage two envelops system. The envelope must contain tender enquiry no. on the top and TECHNICAL/FINANCIAL PROPOSAL clearly in order to avoid any confusion. The tenders shall be submitted with all documents, drawing literature & catalogue (in equipment) I Technical proposal, with sealing wax. The name of manufacturer or supplier should be affixed on the face of envelop at the left side, moreover, financial envelops should contain financial bid each item separately.
- Tender must be filled in with blue or black ink in the column provided and on separate letter head duly signed.
- The tenders must be free from erasing, cutting and overwriting. In case of erasing, cutting and overwriting, authorized person should initial it.
- The rates of each item should be written in figures as well as in words. In case of discrepancy the price in words will be taken as authenticate and final.
- Condition tenders will be ignored and will not be considered / entertained / accepted.
- Tender shall be accompanied by Earnest Money @2% of value of stores quotes by them in form of cell deposit/ pay order in the name of Hospital Director BKMC Swabi.

- Copy of earnest money (without amount) must be attached along with the technical bid the original along with financial bid case of disclosure of price of amount of Earnest Money in the technical bid, the bid will be rejected.
- Original purchase receipt must be enclosed with their technical offer.
- The bidder shall furnish General Sales Tax (GST) Registration Certificate of the firm failing which the offer will be ignored; In case the item is exempted from GST either documentary evidence or certificate from competent authority shall be attached with the offer.
- The bidder shall furnish copy of valid Professional Tax Certificate, Income Tax Certificate: Last three years paid income tax Challan, proof of registration with Chamber of Commerce.
- Bidder should submit a fresh ban certificate showing strong financial capability of firm.
- The original printed catalogue / technical brochure showing detail technical specification, clear photo/picture of the quoted item, manufactures address, Phone number, e-mail address and website must accompany with offer.
- Store is required immediately. The tender, may however give their short-guaranteed delivery period by which the supply will be completed positively.
- If the Contractor fails to attain completion of the supply or installation within the time for completion, he shall pay to the purchaser liquidated damages at the rate of 2% per month (0.5% per week) of the Contract Price, or the relevant part thereof. The aggregate amount of such liquidated damages shall in on event exceed 5% of the bid amount. Once the “maximum Limit” is reached, the purchaser may consider termination of the Contract.
- Tenderers are required to furnish a details technical quotation on their letter head and specify the standard and optional items / accessories as required in the tender specification. Bidder should clearly mention make, model and country of origin of the quoted items.
- Choice to select / ignore any alternate offers shall rest the purchaser
- Tender shall purchase separate tender documents and furnish purchase receipt for each Alternate offer in case they want to submit alternate offers without separate purchase receipt (Original) are supposed to be rejected.
- The bidder shall comprise a single package containing two separate envelopes. Each Envelop shall contain separately the financial proposal and the technical proposal.

- The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible lattes to avoid confusion.
- Initially only envelop marked as “**TECHNICAL PROPOSAL**” will be opened & envelop marked as “**FINALCIALPROPOSAL**” shall be retained in the custody of the procuring agency without being opened.

PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD.

- The purchaser reserves the right to increase, decrease or delete the quantities of goods etc. at the time of award of contract and also reserve the right to enhance the quality of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions of goods at any time during the contract period.

NOTIFICATION OF AWARD / ADVANCE CONTRACT:

- Prior to the expiration of the period of the bid validity, the purchaser will notify the successful bidder in writing, delivery by hand or by registered mail to be confirmed that their bid has been accepted.
- The notification of award will constitute the formation of the contract.

AWARD OF CONTRACT AND CONTRACT AGREEMENT.

- Subject to the fulfillment of all legal formalities, the purchaser will award the contract to the successful bidder whose bid has been determined to be qualified to perform the contract satisfactorily.

UNDERTAKING:

- 1) That I/We agree whether our tender accepted for total partial or enhanced quantity for all or any single item. I/We also agreed to supply and accept the said item at the rates for the supply of contracted quantity within the stipulated period shown in the contract.
- 2) I/we understand and confirm the refund of cost different if the same good is/was supplied at lower rates to any other government/ Semi Government Institution in the Province in same fiscal year.
- 3) I/We undertake that: I any of the information submitted in accordance to this tender enquiry found incorrect our contract may be cancelled at any stage on our cost and risk.

CERTIFICATE:

- 1) We guarantee to supply the sores exactly in accordance with the requirement specified in the invitation to this tender.

Signature of Tenderer: _____

Name & Designation: _____

Address: _____

BID SECURITY FORM:

Whereas [name of Bidder] (hereinafter called the Bidder) has submitted its bid dated [date of submission of bid] for the supply of [name/or description of goods] (hereinafter called the bid).

KNOW ALL PEOPLE by these presents that we [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called the bank) are bound up to [name of procuring agency] (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to said procuring agency, the bank binds itself, its successors and assigns by these presents. Sealed with common seal of the said bank this

_____ Day of _____, 20____.

The conditions of this obligation are:

- 1) If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid for: Or
- 2) If the bidder, having been notified of the acceptance of its bid by the procuring agency during the period of bid validity:
- 3) Fails or refuses to excuse the contract form, if required; or
- 4) Fails or refuses to furnish the performance security, in the accordance with instruction to bidders.

We undertake to pay to the procuring agency up to the above amount upon receipt of its first written demand, without the procuring agency having to substantiate its demand, provided that in its demand the procuring agency will note that the amount claimed by it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 28 (twenty-eight) days after the period of bid validity, and any demand in respect thereof should reach the bank later than the above date.

Signature, of, Bank

CONTRACT AGREEMENT:

THIS AGREEMENT made at ___ day of 20 between [name of procuring agency] of [country of procuring agency] (herein after referred to as the “Procuring Agency”) of the one Part; and [name of supplier] of [city and country of supplier] (herein after called the “Supplier”) of the other Part.

WHERE AS the Procuring Agency invite bids for certain goods and ancillary services, via [brief description of goods and service] and has accepted the bid by the Supplier for the supply of those goods and service in the sum of [contract price in words and figures] (herein after called the “the contract price”).

Now this contract Witness As Follows:

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract herein after referred to:
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement, via: -
 - a) The Bid form and price Schedule submitted by the Bidder;
 - b) The schedule of requirements;
 - c) The technical specifications;
 - d) The General conditions of Contract;
 - e) The Special conditions of Contract;
 - f) The Procuring Agency’s Notifications of Award;
- 3) In consideration of the payments to be made by the Procuring Agency to the Suppliers hereinafter mentioned, the supplier hereby covenants with Procuring Agency to provide Goods and Services and to remedy defects therein conformity in all respects the provisions of this Contract.
- 4) The Procuring Agency hereby covenants to pay the Supplier in consideration of the Goods and Services and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this contract at the time manner prescribed by this Contract.
- 5) IN WITNESS where of the parties here to have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed, Delivered by _____ the _____

(For the Procuring Agency)

Signed, Sealed, Delivered by _____ the _____ (For the Supplier)

GENERAL CONDITION OF CONTRACT

in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (herein after called “the contract”).

And whereas it has been stipulated by you in the said Contract that the supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Suppliers Performance obligations in accordance with the Contract.

And whereas we have agreed to give the supplier a Guarantee.

Therefore, we hereby affirm that we are Guarantors and responsible to you on behalf of the supplier up to a total [amount of the Guarantee in words and figures] and we undertake to pay upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____.

Signature and Seal of the Guarantors/ Bank: _____

Name of Bank or Financial Institution: _____

Address: _____

Date: ____/____/____