



INFORMATION TECHNOLOGY  
UNIVERSITY OF THE PUNJAB

## **INVITATION TO BID**

Information Technology University (ITU), invites proposals/bids for:  
“Procurement of Drinking Water for ITU”.

1. Tender Document is available at [www.itu.edu.pk](http://www.itu.edu.pk) and [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk). The procurement shall be completed in accordance with Punjab Procurement Rules 2014, on Single Stage - One Envelope Bidding Procedure.
2. A single package containing Technical and Financial Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box placed at Reception of the ITU office, 6<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road Lahore, not later than 1500 Hours on last date of submission of bids i.e. **13<sup>th</sup> August, 2024**. The bids shall be opened at 1600 Hours on the same date, as per Punjab Procurement Rules, 2014.
3. All bids must be accompanied by Bid Security in complete conformity of the clause “Bid Security” of the prescribed tender document, as per Rule-27 of Punjab Procurement Rules 2014. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
4. All prospective firms/bidders are required to collect a challan form from the Procurement Office-ITU at below given address to submit an amount of Rs.2000/- in ITU’s Account. The deposit slip must accompany the bid; otherwise the bid shall stand rejected.
5. Income/Sales tax registration certificate and other required documents as mentioned in Tender Document must accompany the bids. Taxes will be deducted as per government rules.

**Note:** ITU may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

### **PURCHASE OFFICER**

**INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB**

6<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.

Phone: (042) 111-111-488 (6030)

Web: [www.itu.edu.pk](http://www.itu.edu.pk)

# **Tender Document**

**Tender No. 48819-30072024-01**

---

## **PROCUREMENT OF DRINKING WATER**

### **FOR**

## **INFORMATION TECHNOLOGY UNIVERSITY**

---



### **INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB**

6<sup>th</sup> Floor, Arfa Software Technology Park,  
346-B, Ferozepur Road, Lahore, Pakistan  
Phone: (+92) (42) 111-111-488 (6030)

URL: [www.itu.edu.pk](http://www.itu.edu.pk)

## Table of Contents

IMPORTANT NOTE .....	4
CHECKLIST FOR BID SUBMISSION .....	4
APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014 .....	4
1. Invitation to Bid.....	5
2. Bidding Details (Instructions to Bidders).....	5
TERMS AND CONDITIONS OF THE TENDER .....	8
3. Definitions .....	8
4. Headings and Titles .....	9
5. Notice .....	9
6. Tender Scope .....	9
7. Tender Eligibility/Qualification Criteria .....	10
8. Tender Cost .....	10
9. Joint Venture / Consortium .....	10
10. Examination of the Tender Document .....	10
11. Clarification of the Tender Document.....	10
12. Amendment of the Tender Document .....	11
13. Preparation / Submission of Tender .....	11
14. Tender Price .....	12
15. Bid Security (Earnest Money) .....	12
16. Tender Validity.....	13
17. Modification / Withdrawal of the Tender.....	13
18. Opening of the Tender.....	13
19. Clarification of the Tender .....	14
20. Determination of Responsiveness of the Bid (Tender) .....	14
21. Correction of errors / Amendment of Tender.....	15
22. Bid Evaluation Criteria.....	16
23. Rejection / Acceptance of the Bid .....	17
24. Award Criteria.....	18
25. Acceptance Letter.....	18
26. Redressal of grievances by the procuring agency .....	18
27. Contract .....	21
28. Contract Duration .....	21
29. Contract Documents and Information .....	21
30. Contract Language .....	21
31. Standards .....	21
32. Commercial Availability .....	21
33. Patent Right .....	21
34. Delivery/Execution Schedule .....	21
35. Packing .....	22
36. Inspection and Testing.....	22
37. Taking-Over Certificate .....	23
38. Payment.....	23
39. Price.....	23
40. Contract Amendment .....	24
41. Assignment / Subcontract.....	24
42. Extensions in time for performance of obligations under the Contract .....	24
43. Liquidated Damages.....	24
44. Blacklisting.....	24
45. Termination for Default.....	25
46. Termination for Insolvency .....	25

47.	Termination for Convenience.....	25
48.	Force Majeure.....	26
49.	Dispute Resolution/Arbitration .....	26
50.	Statutes and Regulations .....	26
51.	Taxes and Duties .....	27
52.	Contract Cost.....	27
53.	The Client.....	27
54.	Authorized Representative .....	27
55.	Waiver .....	28
56.	Special Stipulations .....	29
	<b>ANNEXURE-A.....</b>	<b>30</b>
	<b>ANNEXURE-B.....</b>	<b>31</b>
	<b>ANNEXURE-C.....</b>	<b>32</b>
	<b>ANNEXURE-D .....</b>	<b>33</b>
	<b>ANNEXURE-E.....</b>	<b>34</b>
	<b>ANNEXURE-F.....</b>	<b>36</b>
	<b>ANNEXURE-G.....</b>	<b>37</b>

### **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.

### **CHECKLIST FOR BID SUBMISSION**

The bidder(s) must fill-up the checklist / table given below and attach required documents with proper **Annexures**:

<b>Sr. #</b>	<b>Description</b>	<b>Yes/ No</b>	<b>Attached at Annexure</b>
1.	Covering letter <b><u>Annex-D</u></b> duly signed and stamped by authorized representative on Firm's Letter Head.		
2.	Proposal Submission Form <b><u>Annex-B</u></b> dully signed and stamped on Firm's Letter Head.		
3.	Duly filled, signed and stamped specifications sheet <b><u>Annex-A</u></b> clearly mentioning quoted specifications offered, along with Brochures / Literature/Datasheets and website links, etc.		
4.	Undertaking <b><u>Annex-F</u></b> signed & stamped on legal valid and attested stamp paper.		
5.	Income Tax Registration (NTN) and General Sales Tax Registration (GST) with Active status.		
6.	Copy of CNIC of the Owner of Firm along with Copy of CNIC of the Authorized Person (if any)		
7.	Complete address where business is being run		
8.	Valid Professional Tax Certificate.		
9.	Valid License from Pakistan Standards and Quality Control Authority (PSQCA)		
10.	List/Certificate issued by PCRWR (Pakistan Council of Research in Water Resources).		
11.	Water test report of PCSIR laboratories not older than 12 months from bid submission date.		
12.	Relevant experience documents i.e. minimum five (5) Purchase Orders / Contracts for specified period of three (3) years as required in Bid Evaluation Criteria.		
13.	Power of Attorney <b><u>Annex-E</u></b> , if an authorized representative is appointed.		
14.	Receipt (ITU copy) deposit slip of bidder registration for this tender. Challan Form given at <b><u>Annex-G</u></b> of Tender Document.		
15.	Bid Security, as per provisions of (clause-15) of this Tender Document.		
16.	Price Schedule/Financial Cost Sheet <b><u>Annex-C</u></b> , duly signed & stamped on Firm's Letter Head.		

### **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 Punjab Procurement 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), this Tender is placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from ITU's website [www.itu.edu.pk](http://www.itu.edu.pk) and from PPRA's website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) for information only. All prospective bidders are required to register themselves with the Procurement Office, ITU at above given address; collect a Challan Form to submit an amount of Rs.1,000/- in ITU's account. 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 Punjab Procurement 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 **"Information Technology University"**. The complete bids as per required under this tender document, must be delivered into the Tender Box, placed at reception of Information Technology University, Lahore, not later than **1500 hours on 13<sup>th</sup> August, 2024**. Late bids shall not be considered. Bids shall be publicly opened in the Committee Room of Information Technology University, 6<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at **1600 hours on 13<sup>th</sup> August, 2024**. 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 / Services must be received in writing to the Purchaser till **06<sup>th</sup> August, 2024**. Any query received after said date may not be entertained. All queries shall be responded to within due time. ITU will host a Q&A session at ITU premises (6<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, 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**

Tanzeel ur Rahman

**Assistant Registrar (Admin)**

**Email:** [assistant.registrar2@itu.edu.pk](mailto:assistant.registrar2@itu.edu.pk)

6<sup>th</sup> Floor, Arfa Software Technology Park,  
346-B, Ferozepur Road, Lahore, Pakistan.

**Secondary Contact**

For general queries relating tender document bidders may contact at:  
[ali.hamdani@itu.edu.pk](mailto:ali.hamdani@itu.edu.pk)

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 be 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 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 Bidder 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.

- 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 Information Technology University (ITU) 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 Information Technology University (ITU), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of drinking water (Hereinafter referred to as "the Goods") and for re-cycle, re-placement, configuration, deployment, testing, after-sale support, of said items/services (hereinafter referred to as "the Services").
- 6.2 The Goods/Items/Services will be delivered to Information Technology University,

Lahore. Detail requirements and specifications are attached at **Annexure-A**.

## **7. Tender Eligibility/Qualification Criteria**

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

- 7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience for last three (3) years atleast;
- 7.1.2 Must be registered with Tax Authorities as per prevailing tax rules (Only those firms / companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 7.1.3 has valid Registration of General Sales Tax (GST), National Tax Number (NTN), Punjab Revenue Authority (PRA) & Professional Tax Certificate and must be included in Active Tax Payer List;
- 7.1.4 has submitted bid for complete Lot and relevant bid security. Non-compliance of the same shall cause rejection of the bid;
- 7.1.5 must be involved in manufacturing / sales or supply business of Drinking Water for last three (3) years atleast;
- 7.1.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 7.1.7 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.1.8 Goods and Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.
  - a. Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - b. "Origin" shall be considered to the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## **8. Tender Cost**

The Bidder 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 are not eligible for this tender.

## **10. Examination of the Tender Document**

The bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

## **11. Clarification of the Tender Document**

The Bidder 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.

## **12. Amendment of the Tender Document**

- 12.1 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).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014.
- 12.3 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.

## **13. Preparation / Submission of Tender**

- 13.1 The Bidder(s) must submit their bid for complete Lot.
- 13.2 The Bidder will submit their respective bids in a manner explained in this tender document.
- 13.3 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation, which shall govern for purposes of interpretation of the Tender.
- 13.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.5 The Tender/Bid shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.6 The **Proposal** shall comprise the documentary proof(s) as per the mandatory requirements mentioned in **Checklist for Bid Submission, Tender Eligibility/Qualification Criteria (Clause-7)** and **Bid Evaluation Criteria (Clause-22)**.
- 13.7 The Bidder shall seal the Proposal/Bid in an envelope duly marked as under:

### **Proposal/Bid for:**

Tender Name. [Name of Tender]

Tender No. **48819-30072024-01**

## **Strictly Confidential**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 13.8 The Bidder may enclose soft copies of the Proposal, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.9 The Tender/Bid shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 1500 hours on last date of submission of bids. No late bid shall be accepted.
- 13.10 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.

## **14. Tender Price**

- 14.1 The quoted price shall be:

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

14.1.2 in Pak Rupees;

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

14.1.4 including all charges up to the delivery point at Information Technology University, Lahore, as specified by the Purchaser at the time of delivery.

- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 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).
- 14.4 In case of locally produced items/goods, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials (if any) used in the manufacture or assembly of the item. In case of Contract of imported Items/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

## **15. Bid Security (Earnest Money)**

- 15.1 The bid security amount has been calculated and demanded on estimated price as

per provision of Rule-27 “Bid Security” of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) as under:

- 15.1.1 for a sum of **Rs.30,000/-**.
  - 15.1.2 denominated in Pak Rupees;
  - 15.1.3 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
  - 15.1.4 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
  - 15.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
  - 15.2.3 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 accept and deliver the required items/services or fulfill the order placed within the stipulated time period.
- 15.3 The Bid security shall be returned to the unsuccessful Bidder after completion of Bid Evaluation Process. The Bid Security shall be returned to the successful Bidder upon complete delivery of Items/Goods/Services and issuance of satisfactory certificate by the concerned team of the Purchaser.

## **16. Tender Validity**

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder'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 Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

## **17. Modification / Withdrawal of the Tender**

- 17.1 The Bidder 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.
- 17.2 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.

## **18. Opening of the Tender**

- 18.1 Tenders shall be opened at 1600 hours on the last date of submission of bids, in the presence of the Bidder(s) for which they shall ensure their presence without

further invitation, as per provision of Rule-(30) of Punjab Procurement 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.

- 18.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No Bidder 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.

## **19. 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 Bidder(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.

## **20. Determination of Responsiveness of the Bid (Tender)**

- 20.1 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:
  - 20.1.1 meets the eligibility criteria given herein this tender document.
  - 20.1.2 meets the Technical Specifications for the Goods/Items/Services;
  - 20.1.3 meets the delivery period / point for the Goods/Items/Services;
  - 20.1.4 in compliance with the rate and limit of liquidated damages;
  - 20.1.5 offers fixed price quotations for the Goods / Items/Services, whereby no optional offer / bid or price is allowed;
  - 20.1.6 is accompanied by the required Bid Security as part of bid envelope against tender only;
  - 20.1.7 The original receipt of tender fee submitted, attached with the bid envelope against tender only;
  - 20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
  - 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods / Items / Services or limits the Purchaser's rights or the Bidder's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.



## **21. Correction of errors / Amendment of Tender**

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
  - 21.1.1 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.
  - 21.1.2 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.
  - 21.1.3 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.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.



## 22. Bid Evaluation Criteria

- 22.1 The Bidder who have duly complied with the Eligibility/Qualification and Bid Evaluation Criteria will be eligible/responsive for further processing.
- 22.2 The Bids, which do not conform, to the required Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of Goods/Items / Services will be rejected.
- 22.3 The Responsive/ Qualified Bidder will be considered for further process.
- 22.4 The Proposals shall be evaluated by the Bid Evaluation Committee in the light of following evaluation criteria:

Category	Description	Remarks
Mandatory Compliance	Valid <b>Income Tax</b> Registration with <b>Active status</b> .	<b>Mandatory</b>
	Valid <b>General Sales Tax</b> Registration with <b>Active status</b> .	<b>Mandatory</b>
	Valid <b>Professional Tax Certificate</b>	<b>Mandatory</b>
	<b>Bid Security</b> as per the <b>Clause-15</b> of this Tender Document.	<b>Mandatory</b>
	Original Receipt of <b>Challan Form</b> for Bidder's Registration.	<b>Mandatory</b>
	Submission of <b>undertaking on legal valid and attested Stamp Paper</b> that: i) the Bidder (Name of the Firm) is neither been prohibited by <b>Punjab Food Authority</b> due to its ingredients nor <b>blacklisted</b> by any of <b>Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan</b> . ii) the Bidder (Name of the Firm) shall comply to the <b>Terms &amp; Conditions</b> mentioned in Tender Document, i.e. All terms & conditions and qualification requirements listed anywhere in this Tender Document have been satisfactorily vetted. iii) the Bidder (Name of the Firm) shall comply to <b>Delivery/ Execution Schedule</b> as per Tender Document. iv) the Bidder (Name of the Firm) shall comply to the specifications of all goods / services to be procured mentioned vide <b>Annex-A</b> of this document. v) the Bidder (Name of the Firm) shall comply that the <b>source of water is not Municipal/Public Supply System</b> . vi) the Bidder (Name of the Firm) shall Certify to the effect that the rates quoted are not abnormal and are justifiable in comparison of prevailing market rates.	<b>Mandatory</b>
	The Bidder must have a Valid License/Certificate from <b>Pakistan Standards and Quality Control Authority (PSQCA)</b> for sale/supply of Bottled Drinking Water.	<b>Mandatory</b>
	The Bidder's name/brand must be declared <b>safe</b> in the <b>PCRWR list/Certificate</b> issued by PCRWR (Pakistan Council of Research in Water Resources).	<b>Mandatory</b>

	Bidder shall provide water test report of <b>PCSIR laboratories</b> not older than <b>12 months</b> from bid submission date.	
	Must be involved in manufacturing, sales or supply business of <b>Drinking Water</b> for last <b>three (3) years atleast</b> (Bidder shall provide minimum <b>five (5)</b> purchase/work orders/Contract copies etc. performed in the last 03 years).	<b>Mandatory</b>

**Note:** Verifiable documentary proof for all above mandatory requirements will be pre-requisite for the evaluation of bids of the bidder(s) and responsive/non-responsive will be awarded on the basis of these verifiable proofs.

22.3 The bids Prices will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes given by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal:

22.3.1 In case of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

22.3.2 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.;

22.3.3 In evaluation of the price of 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

22.4 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution/evaluation period will be dealt with mutual consent.

## **23. Rejection / Acceptance of the Bid**

23.1 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).

23.2 The Tender shall be rejected if it is:

23.2.1 substantially non-responsive in a manner prescribed in this tender document clause-7&20; or

23.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

23.2.3 bid not submitted against complete Lot and relevant bid security is not submitted;

- 23.2.4 incomplete, partial, conditional, alternative, late; or
- 23.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 23.2.6 the Bidder refuses to accept the corrected Total Tender Price; or
- 23.2.7 the Bidder has conflict of interest with the Purchaser; or
- 23.2.8 the Bidder tries to influence the Tender evaluation / Contract award; or
- 23.2.9 the Bidder engages in corrupt practices in competing for the Contract award;
- 23.2.10 the Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 23.2.11 the Bidder fails to meet the evaluation criteria requirements (clause-22);
- 23.2.12 the Bidder has been blacklisted by any public or private sector organization;
- 23.2.13 the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 23.2.14 the Bidder has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government rules and regulations.
- 23.2.15 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.
- 23.2.16 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.
- 23.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 23.2.18 If the rates quoted by vender are not workable or on higher side etc.

## **24. Award Criteria**

Responsive/evaluated bidder(s) in light of Bid Evaluation Criteria of this tender document, will stand qualified and financially lowest Bidder(s) will be considered for award of contract after fulfilling all codal formalities in the light of all Pre-Conditions, necessary requisites and Punjab Procurement Rules, 2014.

## **25. Acceptance Letter**

As per provisions of Rule-55 of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref: Rule-37 of Punjab Procurement 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.

## **26. Redressal of grievances by the procuring agency**

- 26.1 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.

- 26.2 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.
- 26.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 26.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 26.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

## **TERMS & CONDITIONS OF THE CONTRACT (TENTATIVE)**

**Contract Title:**

### **PROCUREMENT OF DRINKING WATER FOR INFORMATION TECHNOLOGY UNIVERSITY**

**[Name of Contractor]**

**Dated:**

## General Conditions of Draft Contract

### 27. Contract

The Purchaser shall, after issuance of Letter of Acceptance (LOA), send the Contract provided in the Tender Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Purchaser.

### 28. Contract Duration

The duration of the contract shall be for the period of one (1) year starting from the date of issuance of Letter of Acceptance.

### 29. Contract Documents and Information

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, 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.

### 30. Contract Language

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.

### 31. Standards

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

### 32. Commercial Availability

The Goods/items/Services 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, installed and operationalized in more than two installations initiated under two separate contracts by manufacturer globally.

### 33. Patent Right

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.

### 34. Delivery/Execution Schedule

34.1 The Contractor shall start to deliver drinking water **within seven (7) days** from the date of issuance of Letter of Acceptance.

34.2 The bidder must provide details about its supply chain mechanism as a minimum of two (2) days in a week for delivery or as specified by the Client within the

Contract period.

- 34.3 The Contractor shall provide the supply of drinking water bottles at Information Technology University, 4<sup>th</sup> Floor, Arfa Software Technology Park, Lahore and Main Campus Barki Road as specified by the Client at the time of delivery.
- 34.4 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.
- 34.5 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.
- 34.6 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

### **35. Packing**

The Contractor shall provide such packing of the Goods/Items/Services 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 (if any) thereof shall be included in the Contract Price.

### **36. Inspection and Testing**

- 36.1 The Client shall inspect and test the Goods supplied, and the Services, under the Contract, to verify their conformity to the required Specifications.
- 36.2 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.
- 36.3 The Purchaser may reject the Goods and the Services if they fail to conform to the required 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 required specifications, within three working days, free of cost to the Purchaser.

- 36.4 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.

### **37. Taking-Over Certificate**

- 37.1 The Contractor shall, by written notice served on the Client with a copy to the Purchaser, apply for a Taking-Over Certificate.
- 37.2 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.

### **38. Payment**

- 38.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 38.2 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.
- 38.3 The Purchaser shall get verified the details of Goods/Items delivered against the invoice from the Admin Team of ITU 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.
- 38.4 The Purchaser shall pay the amount verified within **thirty (30) days**. Payment shall not be made in advance. The Purchaser shall make payment to the Contractor for the Goods supplied and the Services provided as per actual quantities and as per Government policy, in Pak Rupees, through cross cheque.
- 38.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

### **39. Price**

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.



#### **40. Contract Amendment**

- 40.1 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.
- 40.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.
- 40.3 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.
- 40.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

#### **41. Assignment / Subcontract**

- 41.1 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.
- 41.2 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.

#### **42. Extensions in time for performance of obligations under the Contract**

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.

#### **43. Liquidated Damages**

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, without prejudice to any other right of action / remedy it may have, deduct as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / the Services, 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, 10% of the Contract Price.

#### **44. Blacklisting**

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 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.

#### **45. Termination for Default**

- 45.1 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.
- 45.2 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 / Items, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Items. However, the Contractor shall continue performance of the Contract to the extent not terminated.

#### **46. Termination for Insolvency**

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.

#### **47. Termination for Convenience**

- 47.1 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.
- 47.2 The Goods/Items and 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 Goods/Items, the Purchaser may elect:
- 47.2.1 to have any portion thereof completed and delivered; and/or
- 47.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Items and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a

reasonable allowance for overhead & profit.

#### **48. Force Majeure**

- 48.1 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..
- 48.2 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.
- 48.3 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.
- 48.4 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.
- 48.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **49. Dispute Resolution/Arbitration**

- 49.1 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.
- 49.2 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.

#### **50. Statutes and Regulations**

- 50.1 The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.
- 50.2 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.

- 50.3 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.

**51. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed / applicable under the laws of Pakistan, for the whole period starting from issuance of Letter of Acceptance till termination of the signed contract. The Contractor shall also be responsible to make inquiries on income tax / sales tax with the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

**52. Contract Cost**

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.

**53. The Client**

- 53.1 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.
- 53.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- 53.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

**54. Authorized Representative**

- 54.1 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.
- 54.2 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.
- 54.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 54.4 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.

- 54.5 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

**55. Waiver**

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.

## 56. Special Stipulations

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
<b>Bid Security (Earnest Money)</b>	<p>The bid security amount has been calculated and demanded on estimated price as per provision of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money); for a sum of Rs.30,000/-;</p> <p>In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; denominated in Pak Rupees;</p> <p>Have a minimum validity period of 120 days from the last date for submission of the Tender.</p>
<b>Delivery Period (including installation, configuration, deployment, commissioning, testing, and training of the delivered items)</b>	<p>The Contractor shall start to deliver drinking water <b>within seven (7) days</b> from the date of issuance of Letter of Acceptance. The Contractor shall provide the supply of drinking water bottles at Information Technology University, 4<sup>th</sup> Floor, Arfa Software Technology Park, Lahore and Main Campus Barki Road as specified by the Client at the time of delivery.</p>
<b>Liquidated damages for failure / delay in supply of Goods / Items by the Contractor</b>	<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 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, 10% of the Contract Price.</p>

**TECHNICAL SPECIFICATIONS****Drinking Water**

<b>Sr. No.</b>	<b>Items Name</b>	<b>Required Standard / Quality</b>	<b>Specifications</b>	<b>Estimated Yearly Qty.</b>
1.	Drinking Water	As per specifications of Pakistan Standards and Quality Control Authority (PSQCA)	18.9 - 19 Liter Plastic Bottle	6,000 (Bottles)

**NOTE:**

- i. The drinking water must be supplied in minimum 18.9 liters approved food grade sterilized bottles, which shall not cause any undesirable change in taste, color and quality.
- ii. The purchaser (ITU) reserves the right to test the water samples from PCSIR laboratory to check the quality of water before the award of Contract and during the contract period at any time and bidder will bear the cost of testing.
- iii. The successful bidder will provide a minimum of sixty (60) 18.9-liter bottles (without any security deposit).
- iv. The successful bidder will provide a minimum eight (8) water dispensers (Hot & Cold) immediately after signing of the Contract (without any security deposit).
- v. The dispenser should be in perfect conditions, complying all the electric and safety requirement.
- vi. Bottles and Dispensers provided by the Contractor; shall remain the property of the Contractor and in case cancellation/expiry of Contract; all the bottles and dispensers will be returned to the Contractor by the Purchaser.
- vii. The Contractor will be responsible to visit quarterly for inspection of water dispensers' repair and maintenance purpose (without any extra charges).
- viii. The Contractor shall provide the supply of drinking water bottles at Information Technology University, 4<sup>th</sup> Floor, Arfa Software Technology Park, Lahore and Main Campus Barki Road as specified by the Client at the time of delivery.

**FORMS & OTHER REQUIRED DOCUMENTS**

**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/Tender Document No.\_\_\_\_\_dated \_(insert date)\_ and our Proposal. We are hereby submitting our Proposal, which includes the Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of \_\_\_\_\_related to the assignment.

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 confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible 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 we 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

Name of Firm

Address



**Price Schedule/ Financial Cost Sheet**

<b>(Drinking Water)</b>						
Sr. #	Items Name	Specifications	Unit	Estimated Yearly Qty.	Rate per Bottle (Incl. all taxes, duties, freight, etc.) Rs.	Total Cost (Incl. all taxes, duties, freight, etc.) Rs.
				(a)	(b)	c=(a×b)
1.	Drinking Water	As per specifications of Pakistan Standards and Quality Control Authority (PSQCA)	18.9 - 19 Liter Plastic Bottle	6,000 (Bottles)		
<b>Total Bid Cost (Incl. all Taxes) PKR</b>						<b>X</b>

**Notes to Price Table:**

- i. X will determine the total bid cost of above mentioned items/services.
- ii. Prices must be quoted as per the format given in above table.
- iii. The Contract shall provide free of charge plastic bottles and water dispensers as detailed in Annex-A and no security deposits shall be paid to the Contractor
- iv. Prices must be included with all applicable Taxes/duties, Freight/Transportation, Contingencies and any other cost not mentioned here.
- v. The Purchaser reserves exclusive rights to increase or decrease the quantity of items/services without any change in unit price and other terms and conditions.

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.**

**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 financial bid.
- 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) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) 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

**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:

**UNDERTAKING**

**(On Legal Valid and Attested Stamp Paper)**

It is certified that the information furnished herein and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the Terms & Conditions of Tender Document and are liable to any punitive action for furnishing false information / documents.

It is further certified that:

- i) the Bidder (Name of the Firm) is neither been prohibited by Punjab Food Authority due to its ingredients nor blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- ii) the Bidder (Name of the Firm) shall comply to the Terms & Conditions mentioned in Tender Document, i.e. All terms & conditions and qualification requirements listed anywhere in this Tender Document have been satisfactorily vetted.
- iii) the Bidder (Name of the Firm) shall comply to Delivery/ Execution Schedule as per Tender Document.
- iv) the Bidder (Name of the Firm) shall comply to the specifications of all goods / services to be procured mentioned vide Annex-A of this document.
- v) the Bidder (Name of the Firm) shall comply that the source of water is not Municipal/Public Supply System.
- vi) the Bidder (Name of the Firm) shall Certify to the effect that the rates quoted are not abnormal and are justifiable in comparison of prevailing market rates.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature



(Company Seal)

\_\_\_\_\_



In the capacity of

Duly authorized to sign bids for and on behalf of:



## ANNEXURE-G

	<b>CASH DEPOSIT SLIP</b> <i>For Information Technology University Punjab</i>	No. _____
		Date: _____
<b>Deposited in:</b>		<b>Bank's Copy</b>
 The Bank of Punjab	A/C # <b>6580045464600034</b>	
<b>Applicant Information:</b>		
Applicant's Name: _____		
Particulars / Tender Title: _____		
Tender #	LOT #	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Transaction Detail:</b>		
Amount In Figures: <input type="text" value="2000/-"/>		In Words: <u>Rupees Two Thousand only</u>

---

	<b>CASH DEPOSIT SLIP</b> <i>For Information Technology University Punjab</i>	No. _____
		Date: _____
<b>Deposited in:</b>		<b>ITU Copy</b>
 The Bank of Punjab	A/C # <b>6580045464600034</b>	
<b>Applicant Information:</b>		
Applicant's Name: _____		
Particulars / Tender Title: _____		
Tender #	LOT #	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Transaction Detail:</b>		
Amount In Figures: <input type="text" value="2000/-"/>		In Words: <u>Rupees Two Thousand only</u>

---

	<b>CASH DEPOSIT SLIP</b> <i>For Information Technology University Punjab</i>	No. _____
		Date: _____
<b>Deposited in:</b>		<b>Customers's Copy</b>
 The Bank of Punjab	A/C # <b>6580045464600034</b>	
<b>Applicant Information:</b>		
Applicant's Name: _____		
Particulars / Tender Title: _____		
Tender #	LOT #	Other
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Transaction Detail:</b>		
Amount In Figures: <input type="text" value="2000/-"/>		In Words: <u>Rupees Two Thousand only</u>