

# **UNIVERSITY OF CHITRAL SEENLASHT CHITRAL**



## **T E N D E R D O C U M E N T**

### **BOTANY**

#### **LABORATORY EQUIPMENT**

**T e n d e r N o. UoCh/Proc/BLE/01-2022**



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## TENDER NOTICE

Sealed tenders are invited from the firms/ dealers registered with Government authorities for the supply of following items before June 3, 2022.

S#	Tender No	Closing Date & Time	Opening Date & Time
1.	UoCh/Proc/BLE/ 01-2022	June 3, 2022 10:00PST	June 3, 2022 11:00PST
2	UoCh/Proc/ZLE/ 02-2022	June 3, 2022 10:00PST	June 3, 2022 12:00PST

- Tenders documents downloadable from [www.uoch.edu.pk](http://www.uoch.edu.pk) along with **Rs. 1000 tender fee (Non Refundable)** and Bid security, 2%, in the favor of Vice-Chancellor UoCh, of the total cost and is required to be submitted along with the Financial Bid, & Technical proposal.
- Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. No supporting document will be accepted, at all, after opening of the Bids.
- The University is not responsible for the late delivery of bids by courier/ postal service.

The detailed specifications along with tender documents are available on university of Chitral official website [www.uoch.edu.pk](http://www.uoch.edu.pk).

**Convener Procurement Committee  
University of Chitral, Seenlasht Chitral  
Contact #. +92-943415004/+92-3439882300**

**TENDER DOCUMENT**

**The Supply of Botany Lab Equipment for the University of Chitral. The proposals will be opened on 03/06/2022 at 11:00PST in the Office of Convener Purchase Committee in the presence of the Procurement Committee under the chairmanship of the Convener Purchase Committee, at University of Chitral, Seenlasht, District Chitral.**

**Name of the Company / Dealer:**

\_\_\_\_\_

**Address of the Correspondent:**

\_\_\_\_\_

\_\_\_\_\_

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

Signature and Seal

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail: \_\_\_\_\_

**Rs. 1000/- only**

## 1. INVITATION TO THE BID

Sealed Bids/Tenders are invited, for **Supply of Botany Lab Equipment**, from Sales Tax and Income Tax Registered firms.

## 2. INSTRUCTIONS TO THE BIDDERS

Procurement will be made under **KPPRA Rules**.

It will be clearly understood that the Terms and Conditions mentioned in this Documents are intended to be strictly enforced.

Bidders must ensure that they submit all the required documents indicated in the Tender / Bid Documents at the time of opening of Technical Bids and no request for submission of missing documents will be entertained after opening of the Technical Bids.

Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date and bids without Bid Security in shape of CDR or CDR less than required amount or Bid Security in shape of Cheque or Cross Cheque shall be rejected.

## 3. Type of Open Competitive Bidding

Single stage two envelope procedure shall be followed with details given below.

1. The bid shall comprise of a single package containing two separate envelopes, each envelope shall contain separately the financial proposal and the technical proposal
2. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.
3. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened, the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of procuring agency without being opened.
4. The Purchaser shall evaluate the technical proposal in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. During the technical evaluation no amendments in the technical proposal shall be permitted.
5. The financial proposals of technically qualified bidders shall be opened publicly at a time, and venue announced and communicated to the bidders in advance.
6. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

#### 4. BID DATA SHEET (Information for the Bidders)

01	Procuring Agency	<b>University of Chitral, Seenlasht Chitral</b>
02	Tender Number	<b>UoCh/Proc/BLE/01-2022</b>
03	Name of Tender	<b>Supply of Botany Lab Equipment</b>
04	Tender Document available place	<b>Procurement Office, University of Chitral, Seenlasht Chitral</b> <a href="http://www.uoch.edu.pk/index.php/tenders">http://www.uoch.edu.pk/index.php/tenders</a>
05	Cost of Tender Document	<b>Rs.1000/- payable at Bank of Khyber Chew Bazar Branch through Challan Form</b> <b>Or</b> <b>Pay Order in favor of the Vice Chancellor University of Chitral, Seenlasht Chitral.</b>
06	Bid Security	<b>Not exceeding 5% of Estimated Cost in shape of CDR i.e. Pay Order etc. in favor of “Vice Chancellor University of Chitral”</b>
07	Tender Addressed to	<b>Convener Purchase Committee University of Chitral, Seenlasht Chitral.</b>
08	Contact Number	<b>Ph# 0943415004/03439882300</b>
09	Due Date, Time and place of Submission of Tender Document	<b>03-06-2022 till 10:00 am Procurement Office University of Chitral, Seenlasht Chitral</b>
10	Date, Time and Place of Technical Bid Opening	<b>03-06-2022 at 11:00 PM Procurement Office University of Chitral, Seenlasht Chitral</b>
11	Date, Time and Place of the Financial Proposals	<b>Shall be intimated subsequently to Technically Qualified firms</b>

#### 5. TERMS AND CONDITIONS OF THE TENDER

##### **Definitions**

1. “Purchaser” means University of Chitral, Seenlasht Chitral
2. “Bidder/Tenderer” means the Firm/Company/Supplier/Distributor that may provide or provides the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.



3. "Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
4. "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
5. "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.
6. "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
7. "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

## 6. TENDER ELIGIBILITY

### **Eligible Bidder/Tenderer is one who:**

1. Has valid registration certificate for Income Tax and Sales Tax.
2. Is an active Income Tax Payer.
3. In house Laboratory facility.
4. Conforms to the clause of "Responsiveness of Bid" given in this tender document.
5. Has not been blacklisted by any Government/Semi Government/Autonomous body.

## 7. EXAMINATION OF THE TENDER DOCUMENT

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

## 8. AMENDMENT OF THE TENDER DOCUMENT

1. The Purchase Committee of University of Chitral, Seenlasht Chitral, 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).
2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 9. BID CURRENCY

Bidder should quote price in Pak Rupees only and payments shall also be made in Pakistan Rupees only.

## 10. VALIDITY PERIOD OF THE BID

1. Validity period of the bids shall be 90 days.
2. In exceptional circumstances, the Purchase Committee of University of Chitral, Seenlasht Chitral may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

## 11. BID SECURITY

1. Bidder will submit following amount of Bid Security for each lot which does not exceed  
2% of Estimated Cost **under Clause No. 27 of KPPPRA Rules 2014:**
2. Cheque or Cross Cheque shall not be accepted at all.
3. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.
4. The Bid Security of Successful Bidder(s) may be converted as part of the Performance Guarantee for successful execution of the work.

5. Subject to the award of contract, the Bid Security in form of CDR shall be returned to successful bidder against submission of Performance Guarantee
6. If the amount of Bid Security is found less than the required amount, then the bid will be rejected irrespective of the rates and the stage of the bid process.
7. The Bid Security may be forfeited if a Bidder:
  - a) Refuses to accept Letter of Acceptance of the Bid; or
  - b) Fails to furnish Performance Security.

## 12. Bid Preparation and Submission

The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, etc. which shall be typed / handwritten, completely filled in, stamped and signed by the Tenderer or his Authorized Representative, in case of copies, photocopies are submitted.

The Bids/Tenders should be submitted in two parts (1) **Technical Proposal** and (2) **Financial Proposal**. The Technical Proposal and Financial Proposal shall be submitted in separate covers.

## 13. Technical Proposal

1. The Technical Proposal will enable the Purchase Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the Tender/Bid Documents. Only those bids which qualify in the technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of bidders who failed in the Technical stage will not be opened.
  2. The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Purchase Committee will not be responsible for the errors committed in the bids by the bidders.
  3. The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.
  4. **Details to be furnished in the Technical proposal (Envelope A):**
    - a. Check List (*Annexure-A*) duly filled, signed and stamped by authorized representative.
    - b. Covering letter (*Annexure-B*) duly signed and stamped by authorized representative.

- c. **Deposit Receipt or Pay Order for Tender Fee** (*in case the Bid/Tender Documents are downloaded from the website*).
- d. Technical Bid Form (**Annexure- C**) duly filled, signed and stamped by the bidder
- e. **Affidavit/Undertaking Covering Letter on Stamp Paper** (*Annexure-D*).
- f. Detailed specification of items.
- g. **Technical Bid Form** duly filled, signed and stamped by the bidder.
- h. Copies of at least **three** Purchase orders/agreements received by the bidders in the last three years.
- i. Tender Document duly signed and stamped by the bidder.

#### 14. Financial Proposal

1. The Financial Proposal of the bidder shall also include the price break up of taxes/duties. All taxes/duties as applicable shall be responsibility of the bidders.
2. The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.
3. The quoted price will be inclusive of all taxes, duties, freight (transportation charges).
4. The Bid is liable for rejection if Financial Proposal contains conditional offer.
5. The Bid should contain only one rate of each item.
6. **Details to be furnished with Financial proposal (Envelope B)**
  - a. Financial Proposal Covering Letter (**Annexure E**).
  - b. Financial Proposal Form duly filled, signed and stamped by the Bidder (**Annexure F**).
  - c. Bid Security equal to amount mentioned in Clause No. 10 of the Tender Document, in shape of CDR.

#### 15. Sealing the Bid

1. The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. The Technical Proposal cover shall be marked as “**Technical Proposal for Supply of Botany Lab Equipment**” –Bid Ref: due on the “FROM “address and “TO” address shall be written without fail otherwise the Technical Proposal is liable for rejection. This envelope shall also contain the Bid Security in shape of CDR.
2. The Financial Proposal (**Envelope-B**) shall contain rates of item quoted by the bidder. The Financial Proposal cover shall be marked as “**Financial Proposal for Supply of**

**Botany Lab Equipment”** – Bid Ref.: due on: The “FROM” address and “TO” address shall be written without fail otherwise the Financial Proposal is liable for rejection.

3. **Out Cover:** The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope B) shall then be put in a single outer envelope and sealed. The outer cover shall be marked as **“Bid for Supply of Botany Lab Equipment”** –Bid Ref.: due on \_\_\_\_\_. The “FROM” address and “TO” address shall be written without fail otherwise the Technical Proposal is liable for rejection.

## 16. MODIFICATION/WITHDRAWAL OF THE TENDER

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.
2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

## 17. BID OPENING

The bids will be opened by the Procurement Committee of University of Chitral, Seenlasht Chitral on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened presence of the bidders who choose to be present. A maximum of two representatives for each bidder would be allowed to attend the bid opening.

### 1. Suppression of facts and misleading information

- a. During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Procurement Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Procurement Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.
- b. It is the Bidder’s responsibility to prove the Bidder’s requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Procurement Committee failing which the Bid may be rejected.

## 18. PRELIMINARY EXAMINATION

1. The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.
2. The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

## 19. DETERMINATION OF RESPONSIVENESS OF THE BID

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 Bid is one which
  - a. Meets an eligibility criterion for the Bidder / the Goods / the Services;
  - b. Meets all the mandatory requirements of the evaluation criteria;
  - c. Meets the Technical Specifications for the Goods / the Services;
  - d. Meets the delivery period / point for the Goods / the Services;
  - e. Is accompanied by the required Bid Security;
  - f. Is otherwise complete and generally in order;
  - g. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation
2. A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.
3. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

## 20. TECHNICAL EVALUATION CRITERIA

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

Technical Bids will be evaluated on the basis of following criteria and rates of only those bidders will be opened who have fulfilled the criteria:

<b>Evaluation Criteria</b>	<b>Requirement</b>
Sales Tax Registration	<b>Mandatory</b>
Income Tax Registration	<b>Mandatory</b>
In House Lab Facility	<b>Mandatory</b>
Conformance to the required specification of items given in Schedule of Requirement	<b>Mandatory</b>
At least three relevant Supply Orders/Contracts received in the last three years	<b>Mandatory</b>
Affidavit /Bidder's Undertaking on stamp paper	<b>Mandatory</b>
Delivery Period	<b>20 days</b>

The bidder must provide Verifiable documentary proof against all the mandatory requirement along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal.

## 21. REJECTION AND ACCEPTANCE OF THE TENDER/BID

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, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be

final.

**2. The Tender / bid shall be rejected if:**

- a. It is substantially non-responsive; or
- b. The bidder **does not meet any of the mandatory criteria mentioned** in Clause No. 15; or
- c. The bid is incomplete, conditional, alternative, late; or
- d. The bidder does not attach Bid Security in Shape of CDR; or
- e. The bid security is not attached or it is less than the required amount; or
- f. The Bidder submits more than one Bids against one Tender; or
- g. The Bidder tries to influence the Tender evaluation / Contract award; or
- h. The Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- i. 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; or
- j. The Bidder submits any financial conditions as part of its bid which are not in conformity with Tender Document.

## 22. CONTACTING THE PROCURING AGENCY

1. No Bidder shall contact the Procurement Committee of University of Chitral on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
2. Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

## 23. ANNOUNCEMENT OF EVALUATION REPORT

The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract. The report shall be made available on KPPPRA website and all the bidders shall be informed of this.



## 24. AWARD OF CONTRACT

1. The Tender will be awarded to the Lowest Evaluated Bidder(s) (Item wise) who has been declared Technically Qualified.
2. **Incase two or more firms offering same price, the Procurement Committee will decide the wining firm and the decision of the Procurement Committee will be final.**

## 25. Letter of Acceptance (LOA)

After acceptance of the Bids by the Procurement Committee, Letter of Acceptance (LOA) will be issued only to the Successful Bidder.

## 26. PAYMENT OF PERFORMANCE GUARANTEE (PG)

1. The Successful Bidder(s) will be required to remit the **Performance Guarantee equivalent to 10 % of the value of the contract price**. The PG should be paid by way of Cash Deposit Receipt (CDR) or Bank Guarantee drawn in favor of “**Project Director, University of Chitral**” as unconditional Guarantee, valid until satisfactory completion of the entire supply of goods as per contract / Supply Order.
2. The PG should be submitted within **ten days** of receipt Letter of Acceptance and before signing the contract, to the Procurement Committee.

The Performance Guarantee will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Bid Documents or if the Bidder(s) fails to sign the contract.

## 27. REFUND OF BID SECURITY (BS)

The Bid Security (BS) of the Successful Bidder may be adjusted towards Performance Guarantee payable by the firm. If the successful Bidder(s) submits Performance Guarantee for the stipulated value in full by way of Cash Deposit Receipt (CDR) and/or Bank Guarantee, the BS will be refunded. The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder. The Bid Security of the successful bidder shall be released upon his request provided the bidder submits **the Performance Guarantee** in the shape of CDR and/or Bank Guarantee

## 28. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

1. The Purchase Committee shall issue Supply Order or sign a Contract with the Successful bidder who has submitted the Performance Guarantee.
2. The Successful Bidder will provide the stamp paper of .25% of total order value for issuance of Supply Order or Signing the Contract.

## 29. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

1. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.
2. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
3. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
4. Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

## GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

### 30. DELIVERY OF ITEMS

1. The Supplier will be responsible to deliver the following items at **Chitral University, Seenlasht Chitral**.

Botany Lab Equipment			
S.No	Product Title	Product Highlights	Quantity
01	DNA Model Kit	SCIEDU SEB 13242	04
02	Microtome India		01
03	Microscope		01

### 31. LIQUIDATED DAMAGES

1. When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Procurement Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.1% of the price of the delayed goods per day of delay, maximum up to 10% of the price of total value of the contract.
2. The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill within the delivery period in order to avoid Late Delivery Charges.

### 32. INSPECTION AND TESTS

1. The Inspection Committee may inspect the quality of Paper being used and quality of printing at the facility of the Supplier during the printing process.

2. The Inspection Committee of University of Chitral shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.
3. After the inspection or test if the Procurement Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Inspection Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to University of Chitral.

### 33. RELEASE OF PERFORMANCE GUARANTEE (PG)

The Performance Guarantee will be refunded to the Successful Bidder(s) after Completion of delivery and Inspection of items

### 34. CONTRACT AMENDMENT

1. The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.
2. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

### 35. TERMINATION FOR DEFAULT

The Procurement Committee of University of Chitral may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

1. The bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
2. The successful bidder fails to deliver goods and services as per its technical specifications offered in the bid
3. The successful bidder fails to perform any other obligation(s) under the Contract.

4. The bidder, in the judgment of the Procurement Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

### 36. MECHANISM FOR BLACKLISTMENT OF DEFAULTED BIDDER:

The following are the events which would lead to initiate (Rule 21 of KPPPRA Rules 2014) blacklisting/debarment process;

- Submission of false fabricated/ forged documents for procurement in tender.
- Not attaining required quality of work.
- Inordinate tardiness in accomplishment of assigned/agreed responsibilities /contractual obligations resulting loss to procuring agency/Government
- Non execution of work as per terms & condition of contract.
- Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- Involvement in any sort of tender fixing.
- Persistent and intentional violation of important conditions of contract.
- Non-adherence to quality specifications despite being importunately pointed out.
- Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

### 37. PROCEDURE

1. Competent authority of procuring agency may on information received from any resource direct issuance of show cause notice to a bidder or contractor of the Procuring Agency.
2. The show cause notice shall contain precise allegation against the contractor and maximum period of debarring the contractor from participating in any public procurement of the Procuring Agency.
3. The contractor will be given minimum of seven days to submit the written reply of the show cause notice.
4. In case the contractor fails to submit written reply within the requisite time, the competent authority may direct to issue notice of personal hearing to the contractor/ authorize representative of the contractor and competent authority shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the contractor submits written reply, competent authority decide to file the matter or direct issuance of a notice to the contractor for personal hearing.
6. The contractor shall be given minimum of seven days for appearance before the competent authority of hearing in person.
7. The competent authority shall decide the matter on the basis of available record and personal hearing of the contractor, if availed.

8. The competent authority shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such and eventuality, period of personal hearing shall reckoned from the last date of personal hearing.
9. The order of competent authority shall be communicated to the contractor with a statement that the contractor may, with thirty days, file a representation against the order before the Managing Director KPK Procurement Regulatory Authority.
10. An effort shall be made for electronic communication of the notices and other documents pursuant to this mechanism and manner of the blacklisting of the contractor

**NOTE:**

The decision for blacklistment shall be for period as the competent authority deems fit according to circumstances of the each case. The letter for debarring the agency/individual will be published on KPPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the Procurement Rules 2014.

### 38. Force Majeure

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

### 39. TERMINATION FOR INSOLVENCY

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

#### 40. ARBITRATION AND RESOLUTION OF DISPUTES

1. The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
3. In case of any dispute concerning the interpretation and / or application of this contract shall be settled through arbitration. [Full Name & address of the arbitrator] or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
4. The Bidder, either indefinitely or for a stated period, for future tenders in public sector.

#### 41. FORFEITURE OF PERFORMANCE SECURITY

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, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
2. Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

#### 42. PAYMENT

Payment will be made by University of Chitral to the Successful Bidder after delivery and installation of goods and on receipt of the following documents:

- i. Bill
- ii. Delivery Challan
- iii. General Sales Tax Invoice
- iv. Inspection/Completion report

### 43. Warranty

1. The Supplier shall confirm that the items delivered by the Supplier are new and as per specification given in the Tender Document. The Supplier shall further warrant that material supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier.

### 44. SPECIFICATIONS

Botany Lab Equipment			
S.No	Product Title	Product Highlights	Quantity
01	DNA Model Kit	SCIEDU SEB 13242	04
02	Microtome India		01
03	Microscope		01

### 45. Schedule of Requirement

Botany Lab Equipment			
S.No	Product Title	Product Highlights	Quantity
01	DNA Model Kit	SCIEDU SEB 13242	04
02	Microtome India		01
03	Microscope		01

### Annexure- A Check List

### 46. SUBMISSION AND ARRANGEMENT OF SUPPORTING DOCUMENTS

The Bidder must provide all the Supporting Documents, number all the pages of supporting documents, provide the page information and arrange the documents in the following order:

Envelope A: Enclosures of Technical Proposal		Attached Yes/No	Pages
01	Check List		
02	Covering Letter		
03	Copy of Income Tax Registration Certificate		
04	Copy of Sales Tax Registration Certificate		
05	Affidavit/Undertaking		

	on the Stamp Paper		
06	<b>Specifications of quoted items</b> (Clause No. 38 signed and stamped by the bidder or on the letter head of the bidder)		
07	Copies of <b>two relevant Supply Orders</b>		
08	<b>Bid Form</b> duly filled signed by the Bidder		
10	<b>Tender Document</b> duly signed and stamped each page by the bidder must be attached at the end of the Technical Bid but numbering is not required for this document.		
<b>Note:</b> All the above documents and any other supporting document must be numbered and page number must be mentioned in the column specified for the purpose.			
<b>Total Number of pages attached with the Technical Bid</b>		_____ <b>Pages</b>	
11	<b>Financial Proposal Covering Letter</b>		
12	<b>Price Schedule (Duly filled signed and stamped)</b>		
13	<b>Bid Security</b> in shape of CDR equal to amount mentioned in the Tender Document		

## Annexure- B Covering Letter

To

Convener Procurement Committee

University of Chitral,

Dear Sir,

We are hereby submitting our Proposal in one envelope. We have attached the **Bid Form, Check List, Detailed Specifications** and the required **supporting documents** along with our Bid.



Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory Name of Firm Address

## ANNEXTURE-C BID FORM

### a. Profile of the Bidder:

S.No	Particulars	Bidder
01	Name of the Company	
02	Year of Incorporation	
03	<b>Registered Office</b>	
	Address	
	Address of Printing Facility	
	Office Telephone Number	
04	<b>Contact Person</b>	
	Name of Authorized Representative	
	Personal Telephone Number	
	Email Address	
05	<b>Registration Detail</b>	
	NTN Registration Number	
	GST Registration Number	

### b. Bid Security

S.No	Particulars	Please Furnish Details
01	Name of the Bank	
02	CDR Number and Date	

## Annexure- D AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: **Tender No. UoCh/Proc/BLE/01-2022**

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding supply of Items, warranty and services as required and are prescribed in the Tender Document.
2. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document
5. We undertake, if our Bid is accepted, to supply the items within the delivery period mentioned in the Tender Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We agree that the Procurement Committee of University of Chitral is not bound to accept the lowest or any of the bids received. We also agree that the Procurement Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under KPPRA Rules 2014.

We also declare that our Company/Organization is not blacklisted by any of the Federal or Provincial Government in Pakistan.

*[Name and Signatures of authorized Person along with stamp]*

**Annexure- E Financial Proposal Covering Letter** (to be attached with Financial Proposal)

To

Secretary Procurement Committee

University of Chitral,

Dear Sir,

With Reference to your Tender No. UoCh/Proc/BLE/01-2022, please find attached our Financial Proposal for the sum of Rs. *(insert amount in words and figures)*. This amount is inclusive of all taxes.

We have attached the Bid Security of amount Rs. *(insert amount in words and figures)* having along with our Financial Bid.

Yours sincerely,

Authorized Signature

## Annexure- F Price Schedule

S.No	Item Name	Quantity	Unit Rate Without GST	Amount of GST	Unit Rate with GST	Total Amount with GST (Unit Rate with GST * Quantity)
01	DNA Model Kit	04				
02	Microtome India	01				
03	Microscope	01				
Grant Total Rs.						

## Annexure- G Contract Agreement Form

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[University of Chitral]* (hereinafter called “the University”) of the one part and *[name and address of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the University invited Tenders for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Rs. *[Contract Price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THEREFORE the parties hereby agree as follow:

1- The following documents attached shall be deemed to form and integral part of this Contract:

- i- Tender/Bid Document
- ii- Letter of Acceptance
- iii- Performance Guarantee equal to 10% of Contract Price in shape of CDR or Bank Guarantee.

2- The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.

3- The mutual rights and obligations of the University and the Supplier will be preserved in light of Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year written above.

**For University of Chitral:**

**For the Supplier:**

Signature

Print Name

Title



## Annexure- H Bank Guarantee Format for Performance Security

*[This is the format for the Performance Security to be issued by a scheduled bank of Pakistan]*

Contract No: Date:

To:

[Name and address of Procuring Entity]

**PERFORMANCE GUARANTEE No:** *[insert Performance Guarantee number]*

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Rs. *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

*[Signatures of authorized representatives of the bank]*

Signature

Seal



