# BIDDING DOCUMENTS

## (PROCUREMENT OF BEDDING ITEMS)

**PUNJAB DAANISH SCHOOLS & CENTERS OF EXCELLENCE AUTHORITY, LAHORE**

**1. INVITATION TO BID**

Sealed bids are invited from all manufacturers, sellers and suppliers of bedding items registered with Sales Tax and Income Tax Departments, under Punjab Procurement Rules 2014 for Punjab Daanish Schools (Boys & Girls) Rahim Yar Khan, Hasilpur (Bahawalpur), Chishtian (Bahawalnagar), Piplaan (Mianwali), Jand (Attock), DG Khan, Fazilpur (Rajanpur) and Mailsi (Vehari) under Framework Contract.

| Lot No. | Goods Type | Quantity | Estimated Amount (Mn) | 2% Bid Security (Rs) (in the form of CDR / DD) |
|---|---|---|---|---|
| 1 | White Sheets & Bed Sheets with Pillow Covers | 7,896 (White Sheet)<br>8,064 (B. Sheet with Pillow Cover) | 14.54 | 290,948 |
| 2 | Quilts, Cotton Mattress *(Gadda)* | 1,853 (Quilts)<br>2,113 (Gadda) | 14.47 | 289,588 |

The intending bidders are advised to submit their profiles including technical and financial bids in separately sealed envelopes in a single package. Pre-Bid meeting will be held on **Friday, 1 October, 2021 at 11:00 am**.

The bid documents are immediately available and can also be purchased from PDS & CE Authority Secretariat during office hours for **Rs 500.** The bid documents are also available at the PPRA website www.ppra.punjab.gov.pk and PDS & CEA website www.daanishschools.edu.pk.

The completed bids should reach by **Friday, 8 October, 2021 up to 11:00 am** at Punjab Daanish Schools and Centers of Excellence Authority Secretariat, Japanese Cell Building, Research Station, Near Punjab University New Campus, Canal Bank, Lahore. Technical bids will be opened on the **same day at 11:30 am**.

PDS&CEA reserves the right to reject all bids at any stage vide rule-35 of PPR-2014.

**Manager (Procurement)**
**po.authority@daanishschools.edu.pk , 042-99232095**

# TABLE OF CONTENTS


1. INVITATION TO BID ..... 1
2 INSTRUCTIONS TO BIDDERS (ITB) ..... 3
2.1 Important Note: ..... 3
2.2 Bidding Details ..... 3
3 TERMS AND CONDITIONS OF THE TENDER ..... 5
3.1 Definitions ..... 5
3.2 Tender Scope ..... 5
3.3 Sizes ..... 6
3.4 Design, Pattern, Shape ..... 6
3.5 Tender Cost ..... 6
3.6 Preparation / Submission of Tender ..... 6
3.7 Amendment of the Tender Document ..... 7
3.8 Tender Price ..... 7
3.9 Bid Security ..... 7
3.10 Tender Validity ..... 7
3.11 Provision of Samples ..... 7
3.12 Tender Eligibility / Qualification Criteria (Compulsory Parameters) ..... 7
3.13 Determination of Responsiveness of the Bid (Tender) ..... 7
3.14 Marking Criteria ..... 8
3.15 Performance Guarantee ..... 8
3.16 Acceptance Letter and Singing of the Contract ..... 8
3.17 Redressal of grievances by the procuring agency ..... 8
4 CONTRACT AGREEMENT ..... 9
5 CONDITIONS OF CONTRACT ..... 10
5.1 Contract ..... 10
5.2 Contract Duration ..... 10
5.3 Standards ..... 10
5.4 Delivery ..... 10
5.5 Satisfactory Report ..... 10
5.6 Payment ..... 10
5.7 Price ..... 10
5.8 Contract Amendment ..... 11
5.9 Assignment / Subcontract ..... 11
5.10 Extensions in time for performance of obligations under the Contract ..... 11
5.11 Liquidated Damages ..... 11
5.12 Blacklisting ..... 11
5.13 Termination for Default / Insolvency ..... 11
5.14 Force Majeure ..... 12
5.15 Dispute Resolution through Mediation and Arbitration ..... 12
5.16 Warranty ..... 12
6 ANNEXURES ..... 13

# 2 INSTRUCTIONS TO BIDDERS (ITB)

## *2.1 Important Note:*

2.1.1 The procurement shall be under a framework contract between the Head Office and the successful bidder. The Principals of the 16x Daanish Schools (Boys & Girls) located at Rahim Yar Khan, Hasilpur (Bahawalpur), Chishtian (Bahawalnagar), Piplaan (Mianwali), Jand (Attock), Dera Ghazi Khan, Fazilpur (Rajanpur) and Maisli (Vehari) will issue the purchase orders separately as per authorization of Head Office and will make the payments on receipt of the Goods in proper order. The contractor will deliver the Goods at the Schools.

2.1.2 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 may be rejected at the initial stage itself. The valid documentary evidences as detailed hereinafter should be submitted by the Bidder for preliminary and detailed examination.

2.1.3 The financial bids found technically non-responsive shall be returned un-opened to the respective bidders as under:

2.1.3.1 If technically disqualified bidder states that he is agreed with the decision of the purchaser and he is not filing any grievance against the decision.

2.1.3.2 If the bidder files grievance petition and the same is rejected by the grievance redressal committee.

2.1.3.3 The time for filing the grievance has lapsed.

2.1.3.4 The contract has been signed by the purchaser with the lowest evaluated bidder.

2.1.4 The lowest evaluated bidder shall be awarded the contract.

## *2.2 Bidding Details*

2.2.1 All bids must be accompanied by Bid Security in the form of CDR/Demand Draft in favor of **"PDS&CEA SECURITY A/C"**. The completed bids must be delivered into the Tender Box placed in the Conference Room of PDS & CE Authority Lahore.

2.2.2 In case the date of pre-bid meeting and / or the last date of bid submission/opening falls in/within the official holidays, the date for pre-bid meeting and/or submission/opening of the bids shall be the next working day.

2.2.3 The bidder shall submit bid complying 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"** for making their bids substantially responsive to the requirements of the Bidding Documents.

2.2.4 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 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.

2.2.5 The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/ cost quoted in the Bid to cover all obligations under this Bid Process.

2.2.6 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.

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

2.2.8 All sorts of notices either to or from the purchaser and the bidder / contractor for any purpose shall be in writing. The same shall be issued within reasonable time either through email or by registered post / courier.

2.2.9 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.

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

# 3 TERMS AND CONDITIONS OF THE TENDER

## *3.1 Definitions*

3.1.1 "Authorized Representative" means any representative appointed, from time to time, by the Purchaser and the Bidder/ Contractor in proper manner.

3.1.2 “Bidder/ Tenderer” means the interested Firm/ Company that may provide or provides related goods / services to any of the public/ private sector organization under the contract and have registered for the relevant business thereof.

3.1.3 "Commencement Date of the Contract" means the date on which the signature of both purchaser and the contractor are affixed to the written contract.

3.1.4 "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.

3.1.5 "Contractor/ Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.

3.1.6 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.1.7 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.1.8 "Purchaser" means the Punjab Daanish Schools & Centers of Excellence Authority Lahore 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 including Principals of the Daanish Schools.

3.1.9 "Services" means “labor and transportation” services which the Contractor is required to provide the Purchaser under the Contract.

3.1.10 “Goods " means Bedding Items.

3.1.11 “Manufacturer” means manufacturer of similar goods.

3.1.12 “Seller” means a person having proper sale point / warehouse of similar goods in some main market of a city.

3.1.13 “Supplier” means supplier of similar goods.

## *3.2 Tender Scope*

3.2.1 Successful bidder is required to provide the goods at Schools as under: -

**Lot-1 (White Sheet and Bed Sheet with Pillow Cover)**

| Sr # | Name of School | White Sheet | Bed Sheet & Pillow Cover |
|---|---|---|---|
| 1 | DS RYK (Boys) | 110 | 0 |
| 2 | DS RYK (Girls) | 97 | 0 |
| 3 | DS HSP (Boys) | 220 | 700 |
| 4 | DS HSP (Girls) | 670 | 670 |
| 5 | DS CTN (Boys) | 634 | 110 |
| 6 | DS CTN (Girls) | 680 | 680 |
| 7 | DS MNW (Boys) | 710 | 710 |
| 8 | DS MNW (Girls) | 700 | 700 |
| 9 | DS ATK (Boys) | 490 | 644 |
| 10 | DS ATK (Girls) | 490 | 600 |
| 11 | DS DGK(Boys) | 110 | 110 |
| 12 | DS DGK(Girls) | 685 | 685 |
| 13 | DS RJN (Boys) | 560 | 670 |
| 14 | DS RJN (Girls) | 700 | 700 |
| 15 | DS MLS (Boys) | 581 | 551 |
| 16 | DS MLS (Girls) | 459 | 534 |
| | **Total** | **7,896** | **8,064** |

**Lot-2 (Quilt and Cotton Mattress/Gadda)**

| Sr # | Name of School | Quilt / Razai | Mattress / Gadda |
|---|---|---|---|
| 1 | DS RYK (Boys) | 104 | 104 |
| 2 | DS RYK (Girls) | 110 | 104 |
| 3 | DS HSP (Boys) | 220 | 220 |
| 4 | DS HSP (Girls) | 250 | 270 |
| 5 | DS CTN (Boys) | 110 | 110 |
| 6 | DS CTN (Girls) | 0 | 0 |
| 7 | DS MNW (Boys) | 120 | 120 |
| 8 | DS MNW (Girls) | 330 | 330 |
| 9 | DS ATK (Boys) | 0 | 294 |
| 10 | DS ATK (Girls) | 0 | 0 |
| 11 | DS DGK(Boys) | 0 | 0 |
| 12 | DS DGK(Girls) | 110 | 110 |
| 13 | DS RJN (Boys) | 340 | 292 |
| 14 | DS RJN (Girls) | 0 | 0 |
| 15 | DS MLS (Boys) | 86 | 86 |
| 16 | DS MLS (Girls) | 73 | 73 |
| | **Total** | **1,853** | **2,113** |

3.2.2 Detailed Specifications of bedding items are as per **Annexure-B.**

### *3.3 Sizes*

Sizes are defined in specifications and given pictorial views.

### *3.4 Design, Pattern, Shape*

The necessary design, pattern and shape will be explained in the pre-bid meeting. The similar information is available in the procurement office of the Authority.

### *3.5 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.

### *3.6 Preparation / Submission of Tender*

3.6.1 **Technical Proposal shall comprise the following**:

3.6.1.1 Covering letter on bidder's letter head duly signed and stamped by owner / director / partner as per **Annexure-A** of bid document.

3.6.1.2 Nomination of authorized representative on letter head duly signed by the owner / director / partner.

3.6.1.3 List giving the detail of owner(s), director(s) and representative(s) along with a copy of their attested ID card(s).

3.6.1.4 Attested Partnership Deed, Memorandum and Articles of Association.

3.6.1.5 Certificate of Registration/ Incorporation under the laws of Pakistan.

3.6.1.6 Certificate of Firm / Company Registration / Incorporation under the laws of Pakistan (Registrar of firms / SECP)

3.6.1.7 Valid Registration Certificate for Income Tax & Sales Tax Department(s).

3.6.1.8 Bank statements / financial statements.

3.6.1.9 Work orders / Sale receipts.

3.6.1.10 Specifications of the goods to be supplied (as given at **Annexure-B**).

3.6.1.11 Photocopy of Bid Security.

**Note-1:** Technical proposal should not contain any mention of prices.

**Note-2:** One sample as per defined specifications must be submitted with technical bid along with lab test reports.

3.6.2 **Financial Proposals shall comprise the following:**

3.6.2.1 Original Bid Security in the form of CDR / DD.

3.6.2.2 Price Schedule as per **Annexure-C.**

### *3.7 Amendment of the Tender Document*

3.7.1 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).

3.7.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

### *3.8 Tender Price*

The quoted price shall be best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation; in Pak Rupees; inclusive of all taxes, duties, levies, insurance, freight, transportation etc.

### *3.9 Bid Security*

The Tenderer shall furnish the Bid Security as under:

3.9.1 Original shall be included in the envelope of sealed financial proposal, photocopy shall be included in the sealed technical proposal.

3.9.2 Having a minimum validity period of ninety (90) days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;

3.9.3 The bid security shall be returned to the technically disqualified Bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful Bidder on furnishing the Performance Guarantee.

### *3.10 Tender Validity*

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended.

### *3.11 Provision of Samples*

3.11.1 Bidders are required to provide such number of samples as may be determined by the Purchaser. Samples provided may conform to the detailed specifications. Necessary laboratory tests will accompany the samples.

3.11.2 All the bidders will provide the sample of Goods along with necessary tests for demonstration at the time of submission of bid before the Purchase Committee.

3.11.3 Necessary tests if required can be conducted at the cost of the bidders / contractors from the institutions/organizations recommended by the Purchaser.

### *3.12 Tender Eligibility / Qualification Criteria (Compulsory Parameters)*

Eligible Bidder/ Tenderer is a Bidder/ Tenderer who:

3.12.1 Is Registered/ Incorporated under the laws of Pakistan;

3.12.2 Has active / valid National Tax Number (NTN) and Sales Tax Number (STRN) at the time of bid submission.

3.12.3 Has Business experience in similar goods of at least two (2) years.

3.12.4 Whose quoted goods and samples provided meet the given detailed specifications.

**Note:** Verifiable documentary proof for all above requirements is mandatory. Provisions of false information may lead to disqualification of bidder. FTN holder should also be registered with sales tax department separately.

### *3.13 Determination of Responsiveness of the Bid (Tender)*

The Purchaser shall determine the substantial responsiveness of the bidder. A substantially responsive Tender is one which:

3.13.1 Meets the eligibility / qualification criteria given in this tender document;

3.13.2 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation. (A material deviation or reservation is one which affects the scope, quality of goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract).

**Note-1:** The Tender determined as not substantially responsive may not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. The same shall be rejected being non-responsive.

**Note-2:** The responsive bidders will be considered for award of marks as per Marking Criteria.

### *3.14 Marking Criteria*

| Sr No | Name of Bidder | Experience | | | Bank Statement | Human Resources | Financial Strength & Taxation | | Marks |
|---|---|---|---|---|---|---|---|---|---|
| | | 10 | 25 | 25 | 10 | 10 | 10 | 10 | 100 |
| | | Year of establishment. 2 marks for first 2 years, otherwise proportionate accordingly. | 1 mark for sale of similar goods of Rs. 2 Lacs during last year and otherwise proportionate accordingly. | 1 mark for sale of similar goods of Rs. 5 Lacs during last 3 years and otherwise proportionate accordingly. | 1 Mark for 5 Lacs closing Bank Balance (upto Maximum 10 Marks) | 1 Mark for every 2 relevant staff (up to maximum 10 marks) | 5 marks for account maintenance certificate of last 3 years. 5 marks for audited reports of last 3 years. | 1 mark of deposit of taxes amounting to Rs. 20,000 up to maximum 10 marks in last 3 years. | **Total Marks Secured** |
| | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | **(h)** |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |

**Passing Marks: 50**

### *3.15 Performance Guarantee*

The successful bidder shall furnish Performance Guarantee as under:

3.15.1 Within Seven (07) working days of the receipt of acceptance letter from the purchaser;

3.15.2 In the form of a CDR / Demand Draft in favor of **"PDS&CEA SECURITY A/C"** issued by a scheduled bank operating in Pakistan;

3.15.3 For a sum equivalent to 10% (Ten Percent) of the contract value;

3.15.4 In Pak Rupees;

3.15.5 Performance guarantee will be released to contractor on the successful completion of the warrantee period.

3.15.6 The proceeds of the Performance Guarantee may be payable to the Purchaser, on occurrence of any/ all of the following conditions:

3.15.6.1 If the contractor commits a default under the Contract;

3.15.6.2 If the contractor fails to fulfill any of the obligations under the Contract;

3.15.6.3 If the contractor violates any of the terms and conditions of the Contract.

### *3.16 Acceptance Letter and Singing of the Contract*

The lowest evaluated bidder shall be issued the acceptance letter after the announcement of Evaluation Report. However, formal contract will be signed after at least 10 days of the announcement of the Evaluation Report.

### *3.17 Redressal of grievances by the procuring agency*

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. 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 to notified grievance committee.

# 4 CONTRACT AGREEMENT

This CONTRACT AGREEMENT (this "Contract") made as of the **[day]** of **[month]**, **[year]**, between **Punjab Daanish Schools & Centers of Excellence Authority** (the "Purchaser"), on the one part, and

**[full legal name of Contractor & Address],** on the other part severally liable to the Purchaser for all of the Contractor's obligations under this Contract and is deemed to be included in any reference to the term "the Contractor" for procurement of **Bedding Items (Lot-1 & Lot-2).**

**RECITALS**

WHEREAS,

(a) The Purchaser has requested the Contractor to provide certain supply of Goods as described in Tender Document; and

(b) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

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

1. The Contractor hereby covenants with the Purchaser to supply the Goods and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and remedying of damage therein.
3. The Bid Document, Technical and Financial Bids, Acceptance Letter & Award Notification and Work Order shall be deemed to form and be read and construed as part of this Contract

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

| For **PDS & CE Authority:** | | For **[full legal name of the Contractor]:** | |
|---|---|---|---|
| Signature | _____ | Signature | _____ |
| Name | _____ | Name | _____ |
| Designation | _____ | Designation | _____ |

**WITNESSES**

| | | | |
|---|---|---|---|
| Signature | _____ | Signature | _____ |
| CNIC | _____ | CNIC | _____ |
| Name | _____ | Name | _____ |
| Designation | _____ | Designation | _____ |
| Address | _____ | Address | _____ |

# 5 CONDITIONS OF CONTRACT

### *5.1 Contract*

Immediately on receipt of acceptance letter, the successful Tenderer shall arrange the Stamp Paper for signing of the contract provided in the tender documents. The Tenderer shall sign and date the Contract and return it to the Purchaser.

### *5.2 Contract Duration*

The Contract duration shall be for current financial period ending on 30th June 2022, or until the completion of work.

### *5.3 Standards*

The Goods supplied under this Contract shall conform to the authoritative latest industry standards.

5.3.1 Supplies will be compared with the samples provided by the Contractors.
5.3.2 Inspections of the manufacturing units can be undertaken at any time.
5.3.3 Laboratory tests, whenever applicable, may be conducted at the expense of the contractor.
5.3.4 Necessary certifications may be asked for and examined to conform to standards.

### *5.4 Delivery*

5.4.1 The contractor shall deliver the Goods within **60 days** of the issuance of the purchase orders. However, with mutual agreement this period can be shortened.

5.4.2 However, in extra ordinary circumstances this period may be extended by the purchaser on his sole discretion upon a written request of contractor.

5.4.3 The Contractor shall provide the required Goods as is sufficient to prevent the damage or deterioration during storing and transit to their final destination as indicated in the Contract.

5.4.4 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Goods is completed.

5.4.5 The Contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery.

5.4.6 The Contractor shall ensure to get signed “Delivery Challan” from Purchaser Representative upon successful deliveries.

### *5.5 Satisfactory Report*

The Purchaser will issue Satisfactory Reports to the Contractor upon successful completion of delivery of goods and after due verification /checking/counting etc. of the goods keeping in view the nature of goods, which the Contractor is liable to provide in consideration of this Contract.

### *5.6 Payment*

5.6.1 The Contractor shall provide separate breakup of item wise goods in the invoice.

5.6.2 The Purchaser shall pay the amount verified to the contractor. Payment shall not be made in advance and against partial deliveries and until Satisfactory delivery report is issued by the Purchaser.

5.6.3 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

### *5.7 Price*

The Contractor shall not charge prices for the Goods supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

### *5.8 Contract Amendment*

5.8.1 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.

5.8.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

5.8.3 The Change shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

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

### *5.9 Assignment / Subcontract*

5.9.1 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.

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

### *5.10 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, 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, extend the Contractor's time for performance of its obligations under the Contract.

### *5.11 Liquidated Damages*

If the Contractor fails to provide the required Goods as is sufficient to prevent the damage or deterioration of Goods during storing as indicated in the Contract, the Purchaser may either deduct the amount from the Contract Price or the contractor shall pay the purchaser the amount equal to the original cost of the damaged/lost Goods due to any reason e.g. Accident, rain, damage and theft etc.

If the Contractor fails to provide any item within delivery time, 0.1 % penalty may be imposed for that particular item per day, upto the maximum of 10% of contract value.

### *5.12 Blacklisting*

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 or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action/ remedy it may have, blacklist the Contractor.

### *5.13 Termination for Default / Insolvency*

5.13.1 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, 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.

5.13.2 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, Goods, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.13.3 Similarly, 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, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

### *5.14 Force Majeure*

5.14.1 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 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.

5.14.2 The Contractor may 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 is the result of an event of Force Majeure.

5.14.3 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 as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### *5.15 Dispute Resolution through Mediation and Arbitration*

5.15.1 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.

5.15.2 If, after thirty (30) working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration by one or more arbitrators selected in accordance with mutual consultation. The place for arbitration shall be Lahore. The award shall be final and binding on the parties.

### *5.16 Price Reduction*

In case the supplied goods are not found as per the given specifications during the inspection / laboratory tests, the purchaser will reserve the right of price reduction with the approval of purchase committee as deemed appropriate in the light of observed / reported deviation.

### *5.17 Warranty*

Contractor shall be responsible for warranty for a period of one (1) year from the date of delivery and amount of performance guarantee will be released on the successful completion of warranty period.

# 6 ANNEXURES

**Annexure-A**

**To be submitted with technical proposal**

**FORMAT FOR COVERING LETTER**
**On Official Letterhead of the bidder**

**To**
**The Manager Procurement**
**PDS&CEA, Lahore**

**Sub: Submission of Tender of Bedding Items (Lot-1 or/& Lot-2)**

Dear Sir,

**a)** Having examined the tender document and Annexures we, the undersigned, in conformity with the said document, offer to provide the said goods and services on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.

**b)** We undertake, if our proposal is accepted, to provide the goods and services comprise in the contract within time frame specified, starting from the date of issuance of purchase order from the purchaser.

**c)** We agree to execute a contract in the form to be communicated by 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.

**d)** We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in biding.

**e)** We also declare that any of the Divisions / Departments of the Federal and Provincial Governments has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bid Document.

**f)** It is further certified that none of the owner / director or representative in this firm / company is / are owner / director or representative of any other black listed firm / company.

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

_____

Authorized Signatures with Official Stamp

**Annexure-B**

**To be submitted with technical proposal**

## Lot-1

| Items Name | Specifications |
|---|---|
| **While Sheet** ***(Chaddar)*** | **Color:** White<br>**Size:** 60" x 95"<br>**GSM:** 110 ± 5%<br>**Thread Count:** 144 ± 3 (ends per inch + picks per inch)<br>**Composition:** Polyester = 52% ± 5% and Cotton = 48% ± 5%<br>CIE Whiteness: 130 ± 5% |
| **Bed Sheet with Pillow Cover** | **Color:** Navy Blue<br>**Bed Sheet Size:** 60" x 95"<br>**Pillow Cover Size:** 19" x 29" x 5"<br>**GSM:** 110 ± 5%<br>**Thread Count:** 144 ± 3 (ends per inch + picks per inch)<br>**Composition:** Polyester = 52% ± 5% and Cotton = 48% ± 5%<br>Color fastness to washing (AATCC 61 2A, GS Rating = 3-4) |

## Lot-2

| Items Name | Specifications |
|---|---|
| **Quilt** | Cover: 100% Cotton<br>Cover GSM: Minimum 110<br>Cover Color: Navy Blue<br>Inside Filling: 100% Polyester*<br>Filling Weight: 3 kg & 500 Grams ± 5%<br>Quilt size: 7' x 4.5' (L x W) |
| ***Gadda (Mattress)*** | Cover: 100% Cotton<br>Cover GSM: Minimum 110<br>Cover Color: Navy Blue<br>Inside Filling: 100% Polyester*<br>Filling Weight: 2 kg & 500 Grams ± 5%<br>Gadda size: 6.5' x 3.5' (L x W) |

***** Polyester used for filling should be first hand (new) for use. Recycled polyester would not be acceptable.

**Note-1:** Reference samples are available in the office and can be examined / seen by the bidders.

**Note-2**: Purchase committee will have the right to select / choose the best design with given / improved / better specifications out of the samples provided by the bidders.

**Annexure-C**

**To be submitted with financial proposal**

## PRICE SCHEDULE

| **Lot-1** | | | | | |
|---|---|---|---|---|---|
| **Sr. #** | **Item Name** | **Specification** | **Quantity** | **Rate (including all taxes and charges) (Rs)** | **Amount (Rs)** |
| **1** | **While Sheet *(Chaddar)*** | As per **Annexure-B** | **7,896** | | |
| **2** | **Bed Sheet with Pillow Cover** | As per **Annexure-B** | **8,064** | | |
| | | | | **Total Amount (Rs)** | |

## Amount in words:

_____

_____

_____

_____

**Authorized Signatures of bidder**
**with Official Stamp**

**Annexure-C**

**To be submitted with financial proposal**

## PRICE SCHEDULE

| **Lot-2** | | | | | |
|---|---|---|---|---|---|
| **Sr. #** | **Item Name** | **Specification** | **Quantity** | **Rate (including all taxes and charges) (Rs)** | **Amount (Rs)** |
| **1** | **Quilt** | As per **Annexure-B** | **1,853** | | |
| **2** | ***Gadda (Mattress)*** | As per **Annexure-B** | **2,113** | | |
| | | | | **Total Amount (Rs)** | |

## Amount in words:

_____

_____

_____

_____

**Authorized Signatures of bidder**
**with Official Stamp**