



BIDDING DOCUMENT FOR SUPPLY OF FURNITURE AND FIXTURE

NAME OF BIDDER: _____
(To be filled-in by the Bidder)

Project Director (MCKRU), SIBI

Phone #: 0833-500911

Email: project.director@mckru.edu.pk

Address: MIR CHAKAR KHAN RIND UNIVERSITY, MAIN LUNI ROAD, SIBI,
BALOCHISTAN

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1. Letter of Invitation for Bids

SCOPE OF BIDS

The Mir Chakar Khan Rind University, Sibi, (hereinafter referred to as the “**Procuring Agency**”) invites sealed Proposals, for the **Supply of Furniture & Fixture** for MCKRU, from “Eligible Bidders” (as detailed below), under the Public Procurement Regulatory Authority Rules (PPRA)– 2004 and all applicable Rules of the Federal Government of & Government of Balochistan.

This Invitation to Bid and can be viewed at the:

- a. Website of the Public Procurement Regulatory Authority (PPRA) under **TSE. No. TS468835E**
- b. Three widely circulated Daily newspapers (Daily Jang, Daily Dawn English & Daily Al Jazeera) (PID (Q)182/2021)

2. INFORMATION ABOUT THE PROCURING AGENCY

NAME OF PROCURING AGENCY:	MIR CHAKAR KHAN RIND UNIVERSITY, SIBI
NAME OF PROCUREMENT:	SUPPLY OF FURNITURE & FIXTURE ITEMS
FOCAL PERSON:	PROJECT DIRECTOR MCKRU, SIBI
CONTRACT SIGNATORY:	PROJECT DIRECTOR MCKRU, SIBI
PURCHASER:	MIR CHAKAR KHAN RIND UNIVERSITY, SIBI
ADDRESS:	MIR CHAKAR KHAN RIND UNIVERSITY, MAIN LUNI ROAD, SIBI
PHONE NUMBER:	0833-500911
E-MAIL ADDRESS:	project.director@mckru.edu.pk

3. DATA-SHEET OF THE ASSIGNMENT

S. No	Name of Items	Qty	Rate
1	Executive Chairs	30	
2	Double Bed with Mattress, dressing table and Side Table	6	
3	Sofa Set (05-Seater)	4	
4	Centre Table Set (03 Piece)	4	
5	Study Reading Table	10	
6	False Ceiling Lights, etc.	5	
7	False Ceiling	1,200 sft	
8	PVC Wall Paneling	1,400 sft	
9	Shelves	10	
10	Conference Table For 30 Persons	1 job	
		Grand Total	

4. Eligibility of Bidders

S.#	Bidders Eligibility Factor	Requirement	Document Required
1.	Registration with Income Tax	Mandatory	Attach Copy of NTN
2.	Registration with Sales-Tax (FBR)	Mandatory	Attach Copy GST registration Certificate
3.	Registration with BRA	Mandatory	Attach Copy of BRA registration Certification
4.	Tax Payer Status	Mandatory	The ATL Status of firm/Bidder should be active on the day of tender opening
5.	Relevant Experience	3 successfully completed similar assignments	Attach copies of 03- Supply Orders with relevant completion certificate or Inspection Report
6.	Financial Capacity	<ul style="list-style-type: none"> The vender shall provide bank guarantee for the past three years showing that the bidders is financially sound enough to supply the items for which he is participating. Turnover of at least PKR 03-Million in the last three years showing financial capacity of the firm. 	<ul style="list-style-type: none"> Attach supporting Bank guarantee certifying Company's financial ability to fulfill Contract of quoted item. Bank Statement showing turnover of at least PKR 03-Million in the last three years for financial capacity of the firm.
7.	Agreement with all the terms & conditions	Must unconditionally agree with all the instructions, terms & conditions specified in the bidding documents & contract agreement	Signature & company seal on every page of the bidding document.
8.	Delivery time	Must agree to serve the Contract within 60-days from the date of issuance of work order.	Completion time i.e. 60-days must be clearly specified in the Technical Bid
9.	Provision of Samples	Bidder must provide 01-No sample as mentioned in the data sheet	Sample must be provided at the time of opening of technical proposals as per mentioned in the data sheet.
10.	Termite Free Certificate	Mandatory	Attach affidavit on stamp paper (Rs.100) duly attested by Notary Public.
11.	Blacklisting Affidavit	Mandatory	The Bidder (s) must provide /attach (with technical proposal) an affidavit on Stamp Paper (Rs.100) duly attested by Notary Public that the firm is not blacklisted during the time of this Tender from any department / organization.

5. Bidding details

a. BIDDING LANGUAGE

The Language of this Bid solicitation process is English

b. METHOD OF PROCUREMENT

Procedure of bidding shall be **“Single Stage - Two Envelope Bidding Procedure”** as per Rule # 36(b) of the Public Procurement Regulatory Authority Rules – 2004

c. BID SUBMISSION DETAILS

Sealed Tenders (Single Envelope containing two separately sealed Envelopes of Technical and Financial bids) must reach the designated office of Procuring Agency latest by **Date 27-01-2022 & Time 11:00 AM Hours**

d. BID OPENING DETAILS

The Technical proposal will be opened the same day **Date 27-01-2022 & Time 12:00 PM Hours** sharp in the designated office of Procuring Agency in presence of the bidders who wish to be present in the Bid opening session.

e. BID VALIDITY DETAILS

The Bid shall remain valid for a period of 90 (Ninety) Calendar Days from the Date of Technical Bid opening.


In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their bids, which shall not be greater than the originally required bid validity period. The request and the responses shall be made in writing. The bid security described herein should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.



6. SEQUENCE OF EVENTS OF THIS PROCUREMENT PROCESS


The procedural details of this Procurement shall entail the following sequence of events:
Public Notice (NTI) and Issuance of Tender Documents & samples
Opening of Technical Proposals upon completion of Response Time
Declaration of the Result of Technical Evaluation of Bids during Bid opening session of Financial Proposals
Acceptance of samples/provided by the Responsive Bidders.
Opening of the Financial Proposals of Responsive Technical Proposals
Declaration of Most Advantageous Bidder through uploading of the Bids Evaluation Report at the PPRA Website & MCKRU website.
Issuance of Notice of Acceptance of Bid to the Most Advantageous Bidder requesting deposit of Performance Security
Issuance of Letter of Award and Signing of Contract Agreement
Delivery, Inspection & Acceptance of Goods
Completion of Payment
Completion of Warranty/Defect Liability period and release of Performance Security
Closure of Contract upon Maturity

NOTE: The aforementioned sequence of events is subject to fulfillment of respective requirements. Any non-fulfillment of the requirements shall amount to deviation in the sequence to the extent of the non-fulfillment.

7. SPECIFICATION OF FURNITURE & FIXTURE ITEMS.

S #	Name of items	Qty	Specification	Remarks
1	Executive Chairs	30	<p>Executive Chairs</p> <ul style="list-style-type: none"> • Durable Frame with ergonomic armrest Lumbar protection Durable 5 Caster Base Semi Synthetic knee tilt mechanism Hydraulic and back lock PU High quality wheels • High Quality PU leather, thickness 1.0 1.1 mm with high resilience pure foam (Moly foam or equivalent) double layer thicken headrest more comfortable aluminium alloy armrest with PU pad thick and multifunctional metal chests recline locking swivelling height adjusting Four level Chrome hydraulic lift 60 centimetre journey full polished aluminium alloy base with Chrome metal caster 	Sample required
2	Double Bed with Mattress, dressing table and Side Table	6	<p>Rich Mahogany wood topped with fine-grained veneer, elegant velvet upholstery and a regal look, crafted using high-quality solid-core wood along with a high gloss Walnut finish for a rich and royal appearance</p> <ul style="list-style-type: none"> - Velvet Upholstered Headboard with Tufting - Cross Slat Support System - Mattress size: 78 L x 72 W x 8 H (Inches) <p>Size</p> <p>Bed Size:</p> <ul style="list-style-type: none"> - 1950 W x 2120 D x 1300 H (mm) - 76 W x 83 D x 51 H (Inches) <p>Bedside Table Size:</p> <ul style="list-style-type: none"> - 700 W x 550 D x 650 H (mm) - 27 W x 21 D x 25 H (Inches) 	Sample required

				
			<p>Side Table Material: Wood/Veneer Mahogany Finish: Smoked Walnut Size:</p> <ul style="list-style-type: none"> • 640 W x 450 D x 560 H (mm) • 25 W x 17 D x 22 H (Inches) 	
3	Sofa Set (05-Seater)	4	<ul style="list-style-type: none"> • Made with best quality wood and top-quality Foam cover with high stuff Cloth minimum 10 years Warranty. • Clearance from Floor (Inch): 5 Inch • Appearance: Modern Shape • Seating Capacity: 5- Seater 	Sample required
4	Centre Table Set (03 Piece)	4	<p>Centre Table Rich Mahogany wood topped with fine-grained veneer, Walnut finish for a rich and royal appearance</p> <ul style="list-style-type: none"> • Material Wooden • Dark Smoked Walnut • Size 18x42x21 Inch • Shape Rectangular 	Sample required

			<ul style="list-style-type: none"> • Appearance Modern • Thickness 10-15mm 	
5	Study/ Reading Table	10	<ul style="list-style-type: none"> • (L x W x H) 54" x 30" x 30" • Topp made Made Melamine Laminated Flake board or MDF (have the character anti-water, anti-dirty, anti-scratch, easy to clean,) with frosty white legs as per design 	Sample required
6	False Ceiling Lights, etc.	5	<ul style="list-style-type: none"> • LMD/SMD Panel Ceiling Light 2x2 48W 6500 	
7	False Ceiling	1200 sft	<p>Registrar/Project Director office Room Designe will be selected as per Incharge. Cost measurment must be inclusive of polishing the same to approved shade & inclusive of 3 coat of melamine. Cost of paneling to include making necessary cutout for electrical/other including all other LED Light socket & commissioning complete in all.</p>	
8	PVC wall paneling	1400 sft	<p>Pro-VC, Registrar, Director Finance and Project Director office Room. Designe will be selected as per Incharge. include making necessary arrngements for electrical/other including all other LED Light socket & commissioning complete in all.</p>	
9	Shelves	10	<p>High quality High pressure Melamine MDF Laminate</p> <ul style="list-style-type: none"> • Imported PVC edges Top 16mm • High quality fixtures and fittings <p>Size 36*36*20 inches with doors and interior two partitions</p>	Sample required
10	Conference Table for 30 person	1	<ul style="list-style-type: none"> • Meeting Table for conference Room (for 30 people) • Melamine Laminated Flake board or MDF (have the character anti-water, anti-dirty, anti-scratch, easy to clean,) • Main desk size : • High Quality imported Melamine coated MDF Laminate in Wood texture 	Sample required

- Imported PVC edging
- Premium quality MS Powder coated frame
- IIL export quality 18 gauge pipe
- High quality fixtures and fittings with 2mm thickness PVC edges cable management solution with outlet options power socket or simple outlet to meet the conference electricity audio datas through modern system



Brand names & model numbers (if any) referred-to in this tender document are only for reference purpose in the light of PPRA Rules - 2004 # 10, however **ALL** offers in conformity with the generic specification shall be evaluated as equal.

8. PERFORMANCE REQUIREMENTS

MAINTENANCE & SUPPORT REQUIREMENTS

The performance/maintenance of the quoted items must be provided by the bidders in written (if applicable). The bidder will be responsible for the performance and maintenance of items free of cost till finalization of warranty period (if applicable).

9. INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION

It shall be the responsibility of the Bidder to ensure that the signatory of this Bid is duly authorized representative of the Bidding Firm and granted full authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in this bidding process.

It shall be the responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary as to all matters pertaining to the contract to be bid.

The Procuring Agency shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the Procuring Agency.

The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Government of Pakistan which may affect this Project in any way.

The Bidder should note that the Procuring Agency will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

Unless otherwise specified in the foregoing bidding document, the Bidder cannot subcontract or sublet the Contract or any of the portion thereof.

In-case of any Grievances of the Bidder/s, the same shall have the right for filing Complaint and subsequent perusal, under Rule 48 titled “Redressal of Grievances and settlement of Disputes” of the Public Procurement Regulatory Authority Rules – 2004.

10. INSTRUCTIONS FOR PREPARING BIDS

a. BID CURRENCY DETAILS

Tenders must be quoted only in the Pakistani Rupees. Financial Bid quoted in other Currencies shall be rejected as being non-Responsive.

b. BID SECURITY DETAILS

Sealed Tenders must be accompanied with Bid Security in the form of Bank Guarantee or Call Deposit amounting to 02% of the Total Bid value in Currency of Bid, favoring the “Project Director – MCKRU, Sibi”

The Bidders are directed to attach original bid security (Call Deposit) with Financial Proposal. However, a copy of the bid security (Call Deposit) shall also be attached with the technical proposal by concealing the amount of bid money.

Bid Security of successful bidder shall be released upon submission of Performance security.

Bid Security of unsuccessful bidder shall be released within thirty days from the date of award of contract to the successful bidder.

11. PERFORMANCE SECURITY DETAILS

Performance Security @ 10 % of the Total Bid Value, in Currency of the Bid, favoring the “Purchaser” in the form of Call Deposit, Bank Guarantee issued by a scheduled National or International Bank shall be required by the bidder at the time of acceptance of Supply Order.

Performance Security of the successful bidder/s shall be released within 60 days from the date of successful inspection. In case of unsatisfactory performance on part of the supplier, the “Performance Security” shall be forfeited or retained till satisfactory completion of task.

12. TAX LIABILITY DETAILS

Complete Tax liability of the Inland & the foreign Taxes is to be borne by the Supplier.

In-case of any Tax exemptions, exemption certificate from the concerned Pakistani Regional Tax Office pertaining particularly to this case may be provided.

All applicable Taxes, Levies, Duties etc. imposed by the Government of Pakistan & subsequently Government of Balochistan at the time of Bid opening shall be applicable in the subject Procurement.

13. INSTRUCTIONS FOR PREPARING TECHNICAL BID

Technical Bid should comprise of a SINGLE STAGE TWO ENVELOPE containing TWO SEPARATELY SEALED ENVELOPES, marked:

ORIGINAL – TECHNICAL PROPOSAL
COPY – TECHNICAL PROPOSAL

ALL ENVELOPES should clearly state:

NAME OF BIDDER

TECHNICAL ORIGINAL & COPY PROPOSAL RESPECTIVELY

NAME OF PROCUREMENT

NAME OF PROCURING AGENCY

A set of this bidding document duly filled, supported with Bidder's covering Letter mentioning the complete list of the Contents of the Technical Bid, be attached with the Technical Proposal, which shall be prepared keeping in view the specifications provided in the Data Sheet.

14. INSTRUCTIONS FOR PREPARING FINANCIAL BID

Financial Bid should comprise of a SINGLE ENVELOPE containing: -

FINANCIAL PROPOSAL

The ENVELOPE should clearly state:

NAME OF BIDDER

FINANCIAL PROPOSAL

NAME OF PROCUREMENT

NAME OF PROCURING AGENCY

A set of this bidding document duly filled, supported with Bidder's covering Letter mentioning the complete list of the Contents of the Financial Bid be attached with the Financial Proposal, which shall be prepared keeping in view the financial details as required in the Data Sheet of the Assignment.

The Financial Bid shall be quoted on Bidders Letter Head, explicitly mentioning all the required information, including but not limited to Original Bid Security, particulars of Bid Security in the covering letter, complete financial details of the Proposal in the required Currency, Cost-breakups, units and Total Cost, item-wise mentioned taxes etc.

Every page of the Bid must be:

NUMBERED

SIGNED

STAMPED BY THE AUTHORIZED REPRESENTATIVE

Bid MUST be Spiral Blinded / firmly stapled / strongly Glued, so as to ensure that the inner pages safely remain intact, during their Financial Evaluation

The attached printed material must be numbered as per the list of contents mentioned in the Covering Letter

Any other information relevant to the financial aspect of the case, deemed necessary by the Bidder to mention.

15. COMMON INSTRUCTIONS FOR PREPARING BIDS

Bidders shall submit their bids through Courier or their duly authorized representative using the appropriate forms / requirements provided herein, on or before the deadline specified in the foregoing bidding document

Bids shall be submitted simultaneously in a single envelope containing two (2) separately sealed envelopes. First Envelope shall contain the Original & Copy of the Technical Proposal and the second Envelope shall contain the Original & Copy of the Financial Proposal. In the event of any discrepancy between the original and the copies, the original shall prevail.

Formats mentioned herein must be completed without any alterations to their format and shall be typed or written in indelible ink. Proposals not conforming to the instructions are likely to be rejected.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

If bids are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid; and, likely to be rejected on afore-mentioned account.

16. GENERAL CONDITIONS OF CONTRACT

DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

“PPRA” means The Public Procurement Regulatory Authority.

“PPR” means Public Procurement Rules – 2004

“The Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price” means the price payable to the Supplier by the Procuring Agency under the Contract for the full and proper performance of its contractual obligations.

“Goods” mean all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Agency under the Contract.

“Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

“GCC” means the General Conditions of Contract contained in this Section.

“SCC” means the Special Conditions of Contract.

“Procuring Agency” means the organization purchasing the Goods “Supplier” means the Manufacturer, individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services for and on behalf of the Original Equipment Manufacturer under this Contract. The “Funding Source” means the organization financing the subject purchase.

“Day” means calendar day.

The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

“Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Agency setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

17. GOVERNING LAW AND LANGUAGE

This Contract shall be interpreted in accordance with the laws of the Government of Islamic Republic of Pakistan.

This Procurement process and its subsequent formalities / Contract have been executed in the English language, which shall be the binding and controlling language for all matters

relating to this Procurement Process. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

18. ORIGIN OF GOODS

There is no restriction on the origin of Goods other than those prohibited by the Government of Pakistan.

19. NOTICES

Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or fax to such Party at the address specified in the Bidding Document & the subsequent Bid, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

A Party may change its address for notice hereunder by giving the other Party notice of such change in writing within 10 days of the occurrence of the said change.

20. ALTERNATIVE BIDS

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition to its original bid which is submitted in a separate envelope therewith for purposes of bidding. However a bid with multiple options / products contained in the original Bid shall not be considered an alternative bid.

21. USE OF CONTRACT DOCUMENT & INFORMATION

The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Agency's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

Any document, other than this Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under this Contract if so required by the Procuring Agency.

22. Acceptance of Bid

Subject to the relevant Clause/s of the foregoing Bidding Document, the Procuring Agency shall award the contract to the Bidder whose bid has been determined to be the Lowest Evaluated Bid, elaborated under the Section of the "Evaluation Criteria".

Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of "Acceptance of Bid".

Notwithstanding the issuance of the Notice of "Acceptance of Bid", award of contract shall be subject to the following conditions:

Submission of the performance security in accordance with the relevant Clause/s of this Bidding Document

Signing of the contract as provided in accordance with the relevant Clause/s of this Bidding Document; and

Approval by the Government / Competent Authority, if required.

At the time of contract award, the Procuring Agency may increase or decrease the required quantity of goods originally specified under the Section “DATA-SHEET OF THE ASSIGNMENT”

23. SIGNING OF CONTRACT

At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

Within Two (2) working days from receipt of the Notice of “Acceptance of Bid”, the successful Bidder shall fulfill the requirements as specified in the foregoing Bidding Document and sign and date the contract and return it to the Procuring Agency.

The Procuring Agency shall enter into contract with the successful Bidder within the same Two (2) working day period provided that all the documentary requirements are complied with.

The following documents shall form part of the contract:

Contract Agreement;

Bidding Documents;

Successful bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

Performance Security;

Notice of “Acceptance of Bid”; and

Other contract documents that may be required by existing laws and/or specified in the foregoing Bidding Document

24. CONTRACT AMENDMENT

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties, subject to vetting / ratification by the Law & Parliamentary Affairs Department, Government of Pakistan.

25. Liquidated Damages

If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract, inclusive of duly granted time extensions if any, the Procuring Agency shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to a maximum of 10% of the Contract value @ 0.5% for each week or part thereof of delay until actual delivery or performance, without prejudice to other courses of action and remedies open to it, such as initiation of diplomatic proceedings etc.

26. INSPECTION

Inspection of Goods shall be to validate the performance of Vendor in conformity with the requirements of Quality, Quantity & fulfillment of terms & conditions as laid down under the award of Contract.

The Inspection shall be carried out by the Procurement Committee of the Procuring Agency, upon delivery of the required Goods by the supplier to the designated location of the Procuring Agency, duly documented by the delivery challan, the supplier shall have to seek date and time from the Procuring Agency for inspection of the same by the Procurement Committee.

Upon receipt of the delivery challan, the Procuring Agency shall assign date & time for inspection of the delivered goods which shall, in no case be later than 15 days from the date of delivery, and communicate the same to the Supplier

The Inspection committee/Procurement Committee shall carry out the inspection on due date & time and submit the inspection report within seven working days of the date of inspection. The inspection report shall also be communicated to the supplier

The Inspection Committee/Procurement Committee may or may not invite the supplier for inspection. However, in-case the supplier has reservations relating to the contents of the Inspection Report, the supplier shall communicate the same in writing to the chairman Inspection committee within two working days of its notice, consequent upon which the Chairman shall take appropriate action and / or review. In-case no reservation from the supplier is received within two working days of receipt of inspection report, it shall be assumed that the contents of the inspection report have been accepted by the supplier

In-case the Inspection Report declares the performance of supplier to be not-in-fulfillment of the requirements laid down under the contract agreement and the reservations of supplier are also not found to be genuine or in conformity with the provision of the contract, then the Inspection committee/Procurement Committee shall recommend to the competent authority penetrative measures to the extent of the non-fulfillment, which may include financial penalty and/or black-listing/debarring.

Proposal for Un-branded products will not be considered. Refurbished or Low-quality items will be rejected at the technical evaluation stage. Supply will be compared with standard specifications/approved samples.

27. PAYMENT

Payment process shall be as follows:

Payment will be claimed on completion of 100% supply as per tender specifications and approved samples.

On receipt of Inspection Committee report regarding inspected and accepted store, 100% payment will be made by Procuring Agency i.e. **Mir Chakar Khan Rind University, Sibi** in the light of approval by the Procurement Committee.

Payment will be made in the form of crossed Cheque in the name of the beneficiary of the Supply Order

Supplier shall have to claim the payment through submission of the Sales-Tax Invoice amounting to the value of the Supply Order along-with **Stamp Duty @ 0.25%** of the value of the Supply order.

28. WARRANTY

The delivered Goods have to be offered with Guarantees/warranties period of (02) two years (If applicable).

29. Force Majeure

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

For purposes of this Contract the terms "*force majeure*" shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; work stoppage, delay or failure on the part of the agents of the Suppliers, and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof also elaborating the extent of deviation from the Contract and suggested remedial measures thereof. 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 all reasonable alternative means for performance not prevented by the *force majeure*.

30. TERMINATION OF CONTRACT

Upon recommendation of the Inspection Committee/Procurement Committee, the Procuring Agency shall terminate this Contract when any of the following conditions occurs:

a. Termination for default

When the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof and such failure amounts to at-least ten percent (10%) of the contact price;

As a result of *force majeure*, the Supplier is unable to deliver Goods amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) days after receipt of the notice from the Procuring Agency stating that the circumstance of force majeure is deemed to have ceased; or

The Supplier fails to perform any other obligation under the Contract.

In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Agency may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

b. Termination for Insolvency

The Procuring Agency shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency and/or the Supplier.

c. Termination for Convenience

The Procuring Agency may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Agency may terminate a contract for the

convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

The Goods that have been delivered and/or performed or are ready for delivery within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Agency at the contract terms and prices. For Goods not yet ready for delivery, the Procuring Agency may elect:

To have any portion delivered and paid at the contract terms and prices; and/or

To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Agency which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Agency

d. Termination for Unlawful Acts

The Procuring Agency may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relating to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

Corrupt, fraudulent, and coercive practices as defined in the foregoing bidding documents

Drawing up or using forged documents;

Using adulterated materials, means or methods, or engaging in production of the procumbent item contrary to rules of science or the trade; and

Any other act analogous to the foregoing.

e. Procedure for termination of Contract

The following provisions shall govern the procedures for termination of this Contract:

Upon receipt of a written report of acts or causes from any source which may constitute ground(s) for termination as aforementioned, the Procuring Agency at the stance of the Inspection Committee, within a period of seven (7) calendar days, shall verify the existence of such ground(s) and cause execution of a Verified Report, with all relevant evidence attached

Upon recommendation by the Inspection Committee, or, upon its own initiative, the Head of the Procuring Agency shall cause issuance of a written notice to the Supplier conveying the specific nature of the compliant or default, which could eventually result in termination of the Contract. The notice shall state:

an instruction to the Supplier to show cause as to why this Contract should not be terminated; and that, in case of unsatisfactory response on part of the supplier to make good the default reported by the Procuring Agency within a period of 15 (Fifteen) days,

this Contract shall be liable to termination for any of the ground(s) and a statement of the acts constituting the same;

The Procuring Agency shall specifically indicate extent of termination, whether in whole or in part;

31. RESERVATION CLAUSE

If at any time prior to award of contract any changes arises in the situation of the Bidder which will affect its capability to undertake the project such that it fails the preset eligibility or bid evaluation criteria, the Procuring Agency shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

Based on the following grounds, the Procuring Agency shall declare a Failure of Bidding process at any time prior to the contract award and make no assurance that a contract shall be entered into as a result of this bidding process:

If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Agency, or between the Procurement Committee and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

If the Procuring Agency's Procurement Committee is found to have failed in following the prescribed bidding procedures laid down under the Public Procurement Regulatory Authority Rules – 2004 or the General Financial Rules being followed by the Government of the Pakistan; or

For any justifiable and reasonable ground where the award of the contract will not prove to the benefit of the Government of Pakistan or the procuring agency as follows:

If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring Agency;

If the project is no longer necessary as determined by the head of the procuring Agency; and

If the source of funds for the project has been withheld or reduced through no fault of the Procuring Agency.

In addition, the Procuring Agency may likewise declare a failure of bidding when:

No bids are received;

All prospective bidders are declared ineligible;

All bids fail to fulfill the evaluation criteria laid down in these bidding document

32. APPLICATION

These General Conditions shall apply to the extent that they are not replaced by provisions of other parts of this Contract.

33. EVALUATION CRITERIA OF BIDS

Evaluation Criteria: Selection of the most advantageous bid shall be based on the **Least-Cost Selection Method** which means, **“Technically responsive, lowest financial bid, received from Eligible Bidders”**(as specified under the heading of the “Letter of invitation for Bids - Eligibility Criteria for Bidders”) Procedure for which is as follows: -

- a. **Bidders Eligibility Assessment.** Initial evaluation of the Technical proposals shall be carried-out by the **PROCUREMENT COMMITTEE**, subsequent upon fulfillment of requirements of the eligibility criteria laid down under the heading of “Letter of Invitation for Bids – Eligibility Criteria for Bidders” and Bidders shall be categorized as:
 - Eligible Bidders
 - Ineligible Bidders

 - b. **Return of Proposals from Ineligible Bidders.** Proposals from Ineligible Bidders shall be declared “Non-Responsive”, consequently shall **NOT** be accepted for any further evaluation:
 - Their Financial Proposals shall be returned without being opened.
 - Their Bid security shall be released upon their written request.

 - c. **Technical Evaluation:** The Bids received from the Eligible Bidders shall then be evaluated by the **“PROCUREMENT COMMITTEE.”** Bids conforming to the required specification / technical requirements shall stand Responsive, hence will qualify for Financial Bid opening. All proposals shall be categorized as:
 - Responsive Proposals
 - Non-Responsive Proposals

 - d. **Return of Non-Responsive Proposals & preparation of Technical Evaluation Report.** Technical Proposals not fulfilling the specification/s and or any technical requirements shall be declared as “Non-Responsive”, consequently shall **NOT** be accepted for any further evaluation:
 - Their financial proposals shall be returned without being opened.
 - Their Bid security shall be released upon their written request.
 - If the work can be split among multiple vendors and evaluation is being done on item-wise basis, then a Firm shall only be Non-Responsive for specific items in which it does not meet the minimum technical qualification. And may be recommended for items in which it is technically responsive.
 - Technical Evaluation Report shall be prepared duly signed by all the members of the Procurement Committee, giving **REASONS** for;
 - Acceptance of the Eligible & Responsive Bids and;
 - Rejection of the Ineligible & Non-Responsive Bids

 - e. **Financial Evaluation.** Financial Proposals of the Responsive Technical Proposals shall be publicly opened in the **Next** meeting (date to be fixed by the procuring agency) as communicated by the Procuring Agency. Financial Evaluation Report / comparative statement of the “Responsive Proposals” shall be prepared by the **PROCUREMENT COMMITTEE** as per the format given hereunder. Subsequently, the prepared Financial Evaluation Report shall duly be signed by all the members of the Procurement Committee.

 - f. **Recommendation of Procurement Committee & Uploading of Evaluation Report.** After Technical and Financial Evaluation of the Bids, both the Technical & the Financial Evaluation Reports shall be combined. This Report shall be called as the “Evaluation Report”. This Evaluation Report must clearly state, justification for acceptance of lowest evaluated Bid, and reasons for non-acceptance of all other Bids. Consequently, lowest financial Bidder among the “Responsive” and “Eligible Bidders” shall be recommended for the Award of Contract by the **PROCUREMENT COMMITTEE**.
- 33.7 Award of Contract.** Contract for Supply of the Item/s to the recommended Bidder/s shall be placed with the lowest evaluated bidder/s (**“Technically Responsive, lowest Financial Bid, received from Eligible Bidder/s, for**

each item” after 15 days of uploading of the Evaluation Report at PPRA Website and MCKRU website.

34. BID EVALUATION PROCEDURE & FORMATS

- Initially, Eligibility of Bidders as required under the heading “Letter of invitation for Bids” shall be assessed by the “PROCUREMENT COMMITTEE” during the Technical evaluation in the following manner:

FORMAT FOR ASSESMENT OF BIDDERS ELIGIBILITY				
Bidders Eligibility Factor	Requirement	Bidder 1	Bidder 2	Bidder 3
		YES / NO	YES / NO	YES / NO
Registration with Income Tax	Mandatory			
Registration with Sales-Tax (FBR)	Mandatory			
Registration with BRA	Mandatory			
Tax Payer Status (ATL)	Mandatory			
Relevant Experience	3 successfully completed similar assignments			
Financial Capacity	<ul style="list-style-type: none"> The vender shall provide bank guarantee for the past three years showing that the bidders is financially sound enough to supply the items for which he is participating. Turnover of at least PKR 03-Million in the last three years showing financial capacity of the firm 			
Agreement with all the terms & conditions	Must unconditionally agree with all the instructions, terms & conditions specified in the bidding documents & contract agreement			
Delivery time	Must agree to serve the Contract within 60-days from the date of issuance of work order.			
Provision of Samples	Bidder must provide sample as mentioned in the data sheet			
Termite Free Certificate	Mandatory			
Blacklisting Affidavit	Mandatory			

- Firm must score **“YES”** in all requirements of the eligibility criteria to be categorized as Eligible. “NO” to any requirement of the eligibility criteria, by any bidder shall render the Firm as Ineligible.
- Upon completion of assessment of Bidders eligibility, Technical Proposals of Eligible Firms, shall further be technically evaluated by the “TECHNICAL COMMITTEE OR THE TECHNICAL MEMBER OR THE PROCUREMENT COMMITTEE ITSELF.” (If the required items are not technically complex) in the following format:

35. FORMAT FOR TECHNICAL EVALUATION OF BID FOR FURNITURE | & FIXTURE ITEMS.

S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
1	Executive Chairs	<p>Executive Chairs</p> <ul style="list-style-type: none"> • Durable Frame with ergonomic armrest Lumbar protection Durable 5 Caster Base Semi Synthetic knee tilt mechanism Hydraulic and back lock PU High quality wheels • High Quality PU leather, thickness 1.0 1.1 mm with high resilience pure foam (Molty foam or equivalent) double layer thicken headrest more comfortable aluminium alloy armrest with PU pad thick and multifunctional metal chests recline locking swivelling height adjusting Four level Chrome hydraulic lift 60 centimetre journey full polished aluminium alloy base with Chrome metal caster 						



S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
2	Double Bed with Mattress, dressing table and Side Table	<p>Bed Size</p> <ul style="list-style-type: none"> • King Size Bed Dimensions • W 54' (137cm) • L 75" (191cm) <p>Mattress Size Dimensions</p> <ul style="list-style-type: none"> • W 54' (137cm) • L 75" (191cm) <p>Side Table</p> <ul style="list-style-type: none"> • Color Refurnished polished • Design Standard, Customized • Dimension 18 x 14 x 16 						

S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason

S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
3	Centre Table Set (03 Piece)	Centre Table <ul style="list-style-type: none"> Material Wooden Color Brown Size 18x42x21 Inch Shape Rectangular Appearance Modern Thickness 10-15mm						
4	Sofa Set (05-Seater)	<ul style="list-style-type: none"> stuff Cloth minimum 10 years Warranty. Clearance from Floor (Inch): 5 Inch Appearance: Modern Shape Seating Capacity: 5- Seater 						

S#	Name of Item	Technical Requirement /s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
5	Study Reading Table	<ul style="list-style-type: none"> (L x W x H) 54" x 30" x 30" Made with wood With One Draw 						

S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
6	False Ceiling Lights, etc..	LMD SMD Panel/Ceiling Light 2x2 48W 6500K						

S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
7	False Ceiling	Registrar/Project Director office Room Designe will be selected as per Incharge. Cost measurement must be inclusive of polishing the same to approved shade & inclusive of 3 coat of melamine. Cost of paneling to include making necessary cutout for electrical/other including all other LED Light socket & commissioning complete in all.						

S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
8	PVC wall Paneling	Pro-VC, Registrar, Director Finance and Project Director office Room Designe will be selected as per Incharge. Cost of paneling to include making necessary cutout for electrical/other including all other LEd Light socket & commissioning complete in all.						

S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
9	Shelves	High quality High pressure Melamine MDF Laminate • Imported PVC edges Top 16mm • High quality fixtures and fittings Size 36*36*20 inches with doors and interior two partitions						

S#	Name of Item	Technical Requirement/s	Eligible Bidder 1		Eligible Bidder 2		Eligible Bidder 3	
			Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason	Fulfill Requirement YES / NO	Reason
10	Conference Table for 30 persons	<ul style="list-style-type: none"> • Meeting Table for conference Room (for 30 people) • Melamine Laminated Flake board or MDF (have the character anti-water, anti-dirty, anti-scratch, easy to clean,) • Main desk size :1,000 cm *280 cm • High Quality imported Melamine coated MDF Laminate in Wood texture • Imported PVC edging • Premium quality MS Powder coated frame • IIL export quality 18 gauge pipe • High quality fixtures and fittings with 2mm thickness PVC edges cable management solution with outlet options power socket or simple outlet to meet the conference electricity audio datas through modern system 						



4. All Bid/s not fulfilling the technical requirements shall be declared as Non-Responsive. The remaining / Responsive Bids shall further be financially evaluated in the following manner:

36. FORMAT FOR FINANCIAL EVALUATION OF BIDS							
Item/s Name & description	Qty	Responsive Bidder 1		Responsive Bidder 2		Responsive Bidder 3	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Executive Chairs	30						
Double Bed with Mattress, dressing table and Side Table	6						
Sofa Set (05-Seater)	4						
Centre Table Set (03 Piece)	4						
Study Reading Table	10						
False Ceiling Lights, etc.	5						
False Ceiling	1,200 sft						
PVC Wall Paneling	1,400 sft						
Shelves	10						
Conference Table (For 30 Persons)	1 job						
Total Package Cost							

- 5 Bid/s found to be financially lowest among the Responsive Bids shall be recommended for the award of contract.

37. CONTRACT AGREEMENT

THIS AGREEMENT made on the ___ day of _____ 21/22__ between “The Project Director of the Mir Chakar Khan Rind University, Sibi – Quetta, for and on behalf of Mir Chakar Khan Rind University, Sibi” hereinafter called the “Procuring Agency” of one part and [*name of Supplier*] of [*city and country of Supplier*] hereinafter called “the Supplier” of the other part:

WHEREAS the Procuring Agency invited Bids for the supply of Other Assets, (with complete details under the Section “Data-Sheet of the Assignment” of the foregoing Bidding Document) hereinafter called the “Goods” and has accepted a Bid by the Supplier for the supply of the “Goods” in consideration of the sum of [*contract price in words and figures*] hereinafter called “the Contract Price”

NOW THIS AGREEMENT IS WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The “Contract Agreement”
 - b. The Procuring Agency’s “Letter of Award”
 - c. The Procuring Agency’s Notice of “Acceptance of Bid”
 - d. Complete Bidding Document (Ref. No. __)
 - e. Complete Bid (Ref. No. __)
 - f. Related Annexures and documents explicitly referred in the subject bidding document
3. In consideration of the payments to be made by the Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and to the extent of the remedying of defects therein on demand of the Procuring Agency (if any), the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with all the laws of The Government of the Islamic Republic of Pakistan on the day and year first above written.

38. INTEGRITY PACT

General

Whereas, **Mir Chakar Khan Rind University, Sibi**, hereinafter referred to as the **Procuring Agency** on one part, and _____ (**Name of person/representative with firm name**) representing as the other part hereby execute this agreement as follows:

This agreement is a part of the tender document, which shall be signed and submitted along with the tender document. The head of the Procuring Agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall stand cancelled.

Objectives

Now, therefore, the Procuring Agency and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:-

Enabling the Procuring Agency to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the Goods; and

Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Procuring Agency will commit to prevent corruption, in any form by their officials by following transparent procedures.

39. Commitments of the Procuring Agency

The Procuring Agency Commits itself to the following:-

The Procuring Agency hereby undertakes that no official of the Procuring Agency, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

The Procuring Agency further confirms that its officials have not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.

All the officials of the Procuring Agency shall report to the head of the Procuring Agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.

Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Procuring Agency and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Procuring Agency the proceedings under the contract would not be stalled.

40. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procuring Agency, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procuring Agency or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract

with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.

The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Procuring Agency of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

41. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by Procuring Agency, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Pakistan Penal Code, Prevention of Corruption Act of Pakistan and the National Accountability Ordinance of Pakistan.

The Procuring Agency shall also take all or any one of the following actions, wherever required:-

To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

The Earnest Money / Security Deposit shall stand forfeited.

To recover all sums already paid by the Procuring Agency.

To encash the advance Bank Guarantee and Call Deposit, if furnished by the Bidder, in order to recover the payments, already made by the Procuring Agency, along with interest.

To cancel all or any other Contracts with the Bidder.

To debar the Bidder from entering into any bid from the government of Pakistan as per the Debarment Rule.

42. Conflict of Interest

A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).

The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Procuring Agency shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

43. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Procuring Agency/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

44. Monitoring and Arbitration

The respective procuring agency shall be responsible for monitoring and arbitration of the Integrity Pact as per the Procurement Rules.

45. Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

46. Validity

The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Procuring Agency and the Bidder.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

The Parties hereby sign this Integrity Pact at _____ on _____

Procuring Agency
(Mir Chakar Khan Rind University, Sibi)
(Signatures & Stamp)

Bidder
(Signatures & Stamp)

Witness 1:

Witness 1:

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____

Witness 2:

Witness 2:

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____