

# BIDDING DOCUMENTS

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**TENDER NO. 06-26**

**PROCUREMENT OF 04 TON DC INVERTER AIR CONDITIONERS (FLOOR STANDING)  
FOR BIO-MEDICAL SCIENCES DEPARTMENT OF KING EDWARD MEDICAL  
UNIVERSITY, LAHORE.**

**FINANCIAL YEAR (2025-26)**

**UNDER PPRA RULES 2014, 38(2)a (amended up to 31.12.2021)**



**KING EDWARD MEDICAL UNIVERSITY, LAHORE**

## INVITATION FOR BIDS

Last date and time of receiving of tender	As per Tender Notice
Date and time of opening of tender	As per Tender Notice
Call deposit/Bid Security	2% of estimated value in the shape of CDR / Bank Guarantee in the name of Vice Chancellor KEMU, Lahore (With Technical Proposal)
Bid Validity	180 Days
Venue	Senior Purchase Office, Patiala Block, KEMU, Lahore.

## BIDDING DOCUMENTS

King Edward Medical University invites sealed bids / tenders from Manufacturers/Authorized distributors/well reputed firms registered in sales tax and income tax department having active professional tax of current financial year and interested to participate for supply of **Procurement of 04 Ton DC Inverter Air Conditioners (Floor Standing) for Bio-Medical Sciences Department of King Edward Medical University, Lahore** on Free Delivery to Consignee's end basis.

1. Bidding Documents will be immediately available after uploading of this tender notice on EPAD PPRA website.
2. **Single stage two envelopes** bidding procedure will be adopted. The amount equals to 2 % of Estimated Price in the shape of CDR / Bank Guarantee in the name of Vice Chancellor KEMU, Lahore as Bid Security in favor of Vice Chancellor KEMU would required to be submitted in original, without which the offer shall be rejected.
3. The bids received till the stipulated date & time shall be opened through PPRA EPADS online portal, on **07/03/2026** at **10:30 am** in the presence of the bidders or their authorized representatives.
4. Procurement shall be governed under the Punjab Procurement rules 2014 (Amended till date)
5. NO OFFER SHALL BE CONSIDERED IF:-
  - i) Bad Experience with KEMU
  - ii) The offer is Hand Written.
  - iii) If the Brand is not mentioned.
  - iv) Received without Call Deposit (CDR)
  - v) Submitted after the date and time.
  - vi) The offer is ambiguous.
  - vii) The offer is conditional.
  - viii) The offer is by telegram.
  - ix) The offer is from a firm black listed, suspended or removed by authority from the approved list.
  - x) The offer received with shorter validity than required in the tender inquiry.
6. The Bidding document carrying all details can also be downloaded from website of King Edward Medical University, Lahore <https://kemu.edu.pk> and website of Punjab Procurement Regulatory Authority <http://eproc.punjab.gov.pk/viewtender.aspx>.
7. Tender should be addressed to Vice Chancellor, King Edward Medical University, Lahore.
8. In case of official holiday on the day of submission, next day will be treated as closing date.
9. The bidders are requested to give their best and final minimum prices, as far as possible.

## INSTRUCTIONS TO BIDDERS

Name of Firm: -----  
Complete Address: -----  
Office Telephone /Fax No: -----  
Name of Authorized Representative: -----  
Cell No. of Authorized Representative: -----  
CNIC No: -----  
Sales Tax Reg. No: -----  
PRA Tax No: -----  
Income Tax No. (N.T.N): -----

**Eligible bidders:** This Invitation for Bids is open to all well reputed firms/distributors, retailers or authorized agents with sound financial position and experience in the supply of Computer Stationery Relevant Items and all manufacturers, and in case of imported goods, their Sole Agents / Importer in Pakistan, on Free Delivery to Consignee's end basis.

## THE BIDDING PROCEDURE

### **1. Single Stage – Two Envelopes Bidding Procedure will be adopted:**

- i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal.
- ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
- iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
- iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the KEMU without being opened.
- v) The institute shall evaluate the Technical Proposal and samples of mentioned items, without reference to the price and reject any proposal which do not conform to the specified requirements.
- vi) During the technical evaluation, no amendments in the technical proposal shall be permitted.
- vii) Bidders will have to meet the minimum eligibility criteria (Knock Out and Bid Evaluation) and Technical Evaluation report will be announced on the website of PPRA and bidders in case of any grievance against technical evaluation report may submit their grievances against Technical Evaluation Report within 05 days of announcement of Technical Evaluation Report , After pause of 05 Days from announcement of Technical evaluation Report and redressal of grievances if any, Financial bids will be opened and after opening of Financial Bids , Evaluation report will be uploaded and bidders may submit their grievances if any against financial evaluation in 10 Days and after 10 Days or redressal of grievances , award of contract will be made to the lowest evaluated bidder.

- viii) The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance.
- ix) The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders after expiry of Grievance Period or redressal of grievance if any.
- x) **Financial Evaluation**
  - o The lowest evaluated bidder (**Overall**) shall be awarded the contract.

## 2. **Content of Bidding Documents:**

- i) The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents includes:-
    - a. Instructions to bidders
    - b. Schedule of Requirements
    - c. Technical Specifications
    - d. Contract Form
    - e. Proprietary Certificate in case of sole manufactured/Imported items
    - f. Bid Form
    - g. Price Schedule
    - h. Price Reasonability Certificate
    - i. General and Special conditions regarding purchase and procurement as given in the Punjab Procurement Rules, 2014, (amended)
  - ii) The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents.
  - iii) Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the bidder's risk and may result in the rejection of its bid.
3. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the University, in writing. The University shall respond in writing to any request for clarification of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the University response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective bidders that have received the bidding documents.
4. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Institute, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Vice Chancellor, KEMU Lahore at its discretion, may extend the deadline for the submission of bids in the manner prescribed in PPRA Rules.

## **PREPARATION OF BIDS**

5. **Documents Comprising the Bid:** The bid shall comprise the following components:
- i) Bid Form and Price Schedule completed in accordance with instruction to bidders (to be submitted along with financial proposal)
  - ii) Documentary evidence established in accordance with instruction to bidders that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
  - iii) Documentary evidence established in accordance with instruction to bidders that the goods to be supplied by the bidder are eligible goods and conform to the bidding documents; and Bid Security, in accordance with instruction to bidders.

6. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.

7. **Bid Prices:**

- i) The bidder shall indicate on the appropriate Price Schedule the unit prices, it proposes to supply under the Contract in Financial Bid.
- ii) Form of price Schedule is to be filled in very carefully and must be typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom. Total number of the pages of bid must be mentioned. Serial number of the quoted item may be marked with red / yellow marker.
- iii) The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
- iv) The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / Quoted Price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the University.
- v) Conditional offer shall be considered as non-responsive bidder.
- vi) While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- vii) Any offer in which the price seems to be exceptionally higher price can be rejected.

8. **Bidding for Selective Items.**

A Bidder, if he so chooses, can bid for selective items from the list of goods provided in the Schedule of Requirements & Technical Specifications. A Bidder is also at a liberty to bid for all the items mentioned in the Schedule of Requirements & Technical Specifications but bidder shall submit 2% CDR of Estimated Price mentioned on Tender Notice.

9. **Documents Establishing bidder's Eligibility and Qualification:**

- i) The bidder shall furnish, as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- ii) The documentary evidence of the bidder's eligibility to bid shall establish to the University satisfaction that the bidder, at the time of submission of its bid, is an eligible as defined under instruction to the bidders
- iii) National Tax Number (NTN) and General Sales Tax Number (GST) (if applicable) with documentary proof shall have to be provided by each bidder in the tender.
- iv) The bidder shall submit an affidavit on legal stamp paper of Rs 300/- that their firm is not blacklisted from Public Procurement Regulatory Authority (PPRA) & King Edward Medical University (KEMU), Lahore. (Content of Affidavit is in Bidding Documents at **Annex-A**).
- v) The bidder is required to provide with the Technical Proposal, the name of item(s) along with serial number and Quoted Brand for which they have quoted and their rates in the Financial Proposals.
- vi) The bidder must indicate the registration number, make of country of origin / Manufacturer where required.

10. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

The bidder shall furnish along with Technical Proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the bidder proposes to supply under the Contract.

## **11. Bid Security & Performance Guarantee:**

- i) The bidder shall furnish, as part of its Financial Proposal, 2 % of Estimated Price as Bid Security (Earnest Money) in the shape of CDR/Bank Guarantee in the name of Vice Chancellor KEMU. Copy of CDR will be attached in Technical Proposal. The estimated Price means the price mentioned in documents of university.
- ii) The Bid Security is required to protect the University against the risk of bidder's conduct, which would warrant the Security's forfeiture, pursuant to instruction to bidders.
- iii) The Bid Security may be forfeited:**
  - (a) If a bidder withdraws its bid during the period of bid validity;
  - (b) If the successful bidder fails to sign the Contract in accordance with instruction to bidders.
  - (c) If the contractor fails to complete the supplies in accordance with the General Condition of Contract.
- iv) Performance Guarantee:**
  - (a) On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 5% of the contract amount. The performance security shall be deposited in the shape of Deposit at Call/ irrevocable Bank Guarantee.
  - (b) Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

## **12. Bid Validity:**

- i) Bids shall remain valid for the period of **180 days** after the date of opening of Tender prescribed by the University. A bid valid for a shorter period shall be rejected as non-responsive.
- ii) The University shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii) bidders who,-
  - (a) Agree to the University request for extension of bid validity period shall not be permitted to change the substance of their bids; and
  - (b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities (earnest money).

## **13. Format and Signing of Bid:**

- i) The bidder shall prepare and submit its bid through EPAD PPRA Online Portal. The bid shall be typed and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- ii) Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

## **SUBMISSION OF BIDS**

### **14. Sealing and Marking of Bids:**

- i) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion. The inner and outer envelopes shall:
  - (a) Be addressed to the Vice Chancellor KEMU and;
  - (b) Bear the name and number indicated in the Invitation for Bids.
- ii) The inner and outer envelopes shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as “non-responsive” or “late”.
- iii) If the outer as well as inner envelope is not sealed and marked as required by instruction to bidders, the University shall assume no responsibility for the bid’s misplacement or premature opening.

**15. Deadline for Submission of Bids:** Bids must be submitted by the bidder and received by the University, no later than the time and date specified in the Invitation for Bids. The Vice Chancellor KEMU may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with instruction to bidders, in which case all rights and obligations of the University and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**16. Late Bid:** Any bid received after the deadline for submission of bids prescribed, shall be rejected and returned unopened to the bidder.

**17. Withdrawal of Bids:** The bidder may withdraw its bid after the bid’s submission and prior to the deadline prescribed for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in instruction to bidders. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its Bid Security (Earnest Money), pursuant to the instruction to bidders.

## **OPENING AND EVALUATION OF BIDS**

### **18. Opening of Bids:**

- i) Initially only the envelopes marked “TECHNICAL PROPOSAL” Shall be opened in the presence of bidders’ representatives. The bidders’ representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of university without being opened and till completion of the evaluation process.
- ii) The bidders’ names, item(s) for which they quoted their rate, serial number of the item and such other details if considered appropriate shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details, if considered appropriate shall be announced.

**19. Clarification of Bids:** During evaluation of the bids, the Authority may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

### **20. Preliminary Examination:**

All the bids shall be examined to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- i) In the financial bids the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.
- ii) Any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, may be waived provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iii) If a bid is not substantially responsive, it shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- iv) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

**21. Evaluation & Comparison of Bids:**

- i) Substantially responsive bids shall be evaluated and compared.
- ii) The evaluation of technical proposal / bid shall be on the basis of Documents required or samples and such other details as the Authority, at its discretion, may consider appropriate, shall be considered. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to instruction to bidders and bid Security.
- iii) All bids shall be evaluated in accordance with the evaluation criteria and other terms & conditions set forth in these bidding documents.
- iv) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

**22. EVALUATION CRITERIA:**

i) **KNOCK OUT CLAUSES**

The following documents must be attached with the tender. Otherwise the tender shall be rejected without consideration:-

S. No.	KNOCK OUT CLAUSES	YES/NO	PAGE#
1	An affidavit on stamp paper of Rs. 300/- regarding acceptance of terms and conditions of the bid/contract, and not being blacklisted <b>(as per sample attached at Annexure-A).</b>		
2	Original CDR / Bank Guarantee of bid security (2% of estimated price) in the name of VC KEMU.		

ii) **BID EVALUATION CRITERIA**

**Company's Profile & Performance/Eligibility Criteria.**

For the purposes of evaluation the word "Product" means the specific item included in the bid. Marking will be as follows:-

**DO NOT FILL THIS FORM. JUST ATTACH THE REQUIRED DOCUMENTS. THIS IS A SAMPLE FOR YOUR INFORMATION.**

Sr. No.	Parameters	Details	Total Marks	Remarks															
1.	Market experience / Business experience ( Attach supporting documents in proof thereof)	<table border="1"> <tr> <td>i</td> <td>No experience</td> <td>0</td> </tr> <tr> <td>ii</td> <td>Up to 1 year</td> <td>5</td> </tr> <tr> <td>iii</td> <td>1 – 3 years</td> <td>10</td> </tr> <tr> <td>iv</td> <td>3 – 5 years</td> <td>15</td> </tr> <tr> <td>v</td> <td>Above 5 years</td> <td>20</td> </tr> </table>	i	No experience	0	ii	Up to 1 year	5	iii	1 – 3 years	10	iv	3 – 5 years	15	v	Above 5 years	20	20	
i	No experience	0																	
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2.	Income tax & sales tax registration.	<table border="1"> <tr> <td>i</td> <td>Income tax registered</td> <td>5</td> </tr> <tr> <td>ii</td> <td>Sale tax registered</td> <td>5</td> </tr> </table>	i	Income tax registered	5	ii	Sale tax registered	5	10	Authorized certificate issued by the concerned Authority is required.									
i	Income tax registered	5																	
ii	Sale tax registered	5																	
3.	Company's capacity to provide after sales service. (Attach CVs of Technical Staff)	<p>Warranty will be examined as per following parameters:</p> <table border="1"> <tr> <td>i</td> <td>Good</td> <td>20</td> </tr> <tr> <td>ii</td> <td>Acceptable</td> <td>10</td> </tr> <tr> <td>iii</td> <td>Average</td> <td>5</td> </tr> <tr> <td>iv</td> <td>Un-acceptable</td> <td>0</td> </tr> </table>	i	Good	20	ii	Acceptable	10	iii	Average	5	iv	Un-acceptable	0	20				
i	Good	20																	
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iii	Average	5																	
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4.	Company's goodwill & reputation. (Market reputation and/or KEMU experience).	<table border="1"> <tr> <td>i</td> <td>Good</td> <td>20</td> </tr> <tr> <td>ii</td> <td>Average</td> <td>10</td> </tr> <tr> <td>iii</td> <td>Un-acceptable</td> <td>0</td> </tr> </table>	i	Good	20	ii	Average	10	iii	Un-acceptable	0	20							
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iii	Un-acceptable	0																	
5.	Valid Letter of Authorization from the Principal	<table border="1"> <tr> <td>i</td> <td>Valid letter of Authorization from Principal/ sole propriety certificate etc.</td> <td>10</td> </tr> <tr> <td>ii</td> <td>Not attached</td> <td>0</td> </tr> </table>	i	Valid letter of Authorization from Principal/ sole propriety certificate etc.	10	ii	Not attached	0	10										
i	Valid letter of Authorization from Principal/ sole propriety certificate etc.	10																	
ii	Not attached	0																	
6.	Previous Performance regarding the product being quoted. (Attach relevant Purchase / Work orders)	<p>Institutions served:</p> <table border="1"> <tr> <td>i</td> <td>No institution served</td> <td>0</td> </tr> <tr> <td>ii</td> <td>1</td> <td>5</td> </tr> <tr> <td>iii</td> <td>2 to 4</td> <td>10</td> </tr> <tr> <td>iv</td> <td>5 to 7</td> <td>15</td> </tr> <tr> <td>v</td> <td>8 and above</td> <td>20</td> </tr> </table>	i	No institution served	0	ii	1	5	iii	2 to 4	10	iv	5 to 7	15	v	8 and above	20	20	Institutions may include Private or Public Organizations or individuals.
i	No institution served	0																	
ii	1	5																	
iii	2 to 4	10																	
iv	5 to 7	15																	
v	8 and above	20																	

**Total marks: 100**

**Qualifying marks: 65%**

**i) TECHNICAL EVALUATION**

- Product/services specifications, manufacturer, model, authorization, warranty etc.
- The financial bids of the technically accepted bidders will be opened publically at a time to be announced by the procuring agency and the financial bids found technically non-responsive shall be returned unopened to the respective bidders.

- **Disqualification of Technical bids.**
  - Firms failed to submit required samples.
  - Provided samples rejected by the technical evaluation committee.
- **Bids not confirming to any one of the above-mentioned clauses will be considered ineligible.**

## GENERAL CONDITIONS OF CONTRACT

1. **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the prescribed time schedule as and when demand raised as per availability of budget. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the University in writing of the fact of the delay, its likely duration and its cause(s). The Vice Chancellor may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be granted by the Vice Chancellor. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
2. **Penalties/Liquidated Damages:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Contract shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Contract including late delivery for reasons beyond control. Once the maximum is reached, the Authority may consider termination of the Contract. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration. **If the firm provides substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the Consignee from the market) the price difference shall be paid by the Firm.**
3. **Quality of Goods/Service:**
  - i) The supplier will be responsible for free replacement of stocks if the same is not found to be of the same specifications as required in the Invitation of Bids / Substandard / Spurious / Misbranded / Expired. Moreover, it will replace the unconsumed expired stores without any further charges.
  - ii) If the firms provide substandard item and fail to provide the item the payment of risk purchase, the price difference shall be paid by the Firm.
  - iii) In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration.
4. The supplies shall be delivered within 30 days or in accordance with the time schedule mentioned in the purchase order.
5. **Termination for Default:** The Vice Chancellor, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted or if the Supplier fails to perform any other obligation(s) under the Contract and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  - (a) In case the firm fails to execute the contract/supply order satisfactorily with the KEMU, the institution reserves the right to purchase the item from the market at the risk and cost of the defaulting firm. The KEMU also reserves the right for the suspension/cancellation of contract/blacklisting of the defaulting firm. Following the blacklisting procedure described in PPRA 2014, (amended up to Date).
  - (b) If the firm fails to execute the contract/supply order satisfactorily then the University reserves the right to forfeit the security of the contractor.
  - (c) The bidder shall furnish as part of its financial proposal / bid, 02 % of Estimated Price of the contract as Bid Security / Earnest Money in the shape of Bank Draft, Pay Order or Call

Deposit in the name of Vice Chancellor KEMU. No personal cheque shall be acceptable. The previous bid Security (if any), if available, shall not be considered or carried forward. Copy of CDR without deletion of amount will be attached in Technical Proposal. The bid will be rejected if Bid Security of amount less than estimated cost of all quoted items will be rejected.

**6. Inspection:**

The inspection committee of King Edward Medical University, Lahore will conduct inspection of the supplied items.

- (a) If found substandard and not conforming to the specifications as per data sheet provided by the bidder, the same shall be returned for replacement at the cost of supplier.
- (b) If the supplier fails to replace the goods rejected by the inspection committee within the stipulated time, the goods thus supplied would be usurped, bid security fortified and proceedings for blacklisting initiated.

○ **All the taxes and stamp duty will be deducted as per prevailing Govt. policy.**

7. **LATE DELIVERY:** Supply should be done in accordance with the time schedule mentioned in the purchase order. In case of late supply, beyond the specified period, **penalty @ 2% per month, 0.067% per day** of the cost of contract will be deducted from the final payment.
8. **INCIDENTAL CHARGES:** The supplier shall be responsible for all the incidental service charges including taxes. The procuring agency shall not pay any extra amount against any expenditure incurred, as the contract shall be construed as fixed amount and includes all costs.
9. **TRANSPORTATION:** The transportation of the goods/equipment to their final destination shall be arranged and paid for by the contractor/supplier.

**10. Arbitration and Resolution of Disputes: -**

In case of any dispute, decision of the V. C. KEMU would be final.

11. No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
12. The bidder shall submit the bid indicating the goods to be supplied, a brief description of the goods, their packing, quantity, price schedule with unit price and total bid price of the goods.
13. The bidder is required to offer competitive price. All prices must include the General Sales Taxes and other taxes / duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the procuring agency.
14. Prices shall be in Pak Rupee on FOR basis and in case of CPT/CFR in the currency of the country of origin.
15. Bids shall remain valid for period of **(180) days** after opening of Technical bid. The bid validity will be extendable equal to the period of the original bid validity with mutual consent of the parties. A bid valid for a shorter period shall be rejected as non-responsive.
16. If the bid acceptance within the bid validity period is not accepted by the bidder, the bid security shall be forfeited.
17. The successful bidder shall furnish a Performance Security equal to 5% of the bid value in the shape of Pay Order/CDR in the name of VC KEMU before the final order (Annexure-B).
18. No interest shall be payable by the procuring agency on the securities.
19. The KEMU authorities, at any stage of the procurement may ask the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.
20. Failure to submit the tender in the manner prescribed in the invitation to tender may render the tender unacceptable.
21. The authority reserves the right of accepting the quantity offers fully or in part subject to technical scrutiny.

22. The offer should be strictly as per specifications of the tender.
23. A bidder quoting against this invitation to bids shall be deemed to have read and understood the conditions thereof and the particulars of the goods/services required by the purchaser and their specification etc.
24. **Bid should be submitted through online PPRA Portal (e-PADS). In cause of failure, the bid shall be rejected.**
25. **The URL of the website of the PPRA is (<http://eproc.punjab.gov.pk/viewtender.aspx>) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA Punjab.**

### **SPECIAL CONDITIONS OF CONTRACT**

1. The equipment/machinery shall be supplied on "Turn Key" basis, meaning thereby that all the pre-requisites for the efficient working of the machinery to be supplied and installed by the contractor are fulfilled.
2. **The contractor may be required by KEMU authorities to get the sample of one or all the tender items approved prior to final purchase order.**
3. Vermin protection & Rodent proof measures shall be the responsibility of the contractor/supplier.
4. Downtime (the period during which a machine is out of action or unavailable for use) shall not be allowed beyond 12 hours. If it exceeds it will result in a deduction of 0.1% of the cost of purchase per day from security deposit and the contractor may face blacklisting.
5. **GUARANTEE CERTIFICATE.** The manufacturer/supplier shall submit a certificate at the time of delivery that the products being supplied are brand new, of latest approved model, absolutely free from material and manufacturing defects and are in accordance with the specifications given in the bidding documents. The contractor shall supply two copies of service manual.
6. The manufacturer / Supplier shall give an undertaking to provide the after sale services for **a comprehensive warranty period as per mentioned in the specifications from the date of installation / commissioning etc.**

  
**End User**  
**Dr. Nighat Yasmin**  
PhD(Austria), Post Doc (Austria) Post Doc (Japan)  
Chairperson / Assoc. Professor  
Department of Biomedical Sciences  
King Edward Medical University, Lahore.

  
**Senior Purchase Officer**

  
**The Vice Chancellor,**  
King Edward Medical University,  
Lahore.

<b>CHECKLIST OF TENDER SUBMISSION</b>	
<b>Description</b>	<b>Remarks (Mention Page Number)</b>
Letter of Intention <b>(The content of Letter of Intention at Annex-B)</b>	
Detail of Quoted Items along Quoted Brand and Pack Size on the Letter Head of The firm Signed and Stamped (Technical Proposal)	
Copy of National Identity Card	
Call Deposit/Bid Security of 2% of Estimated Cost in the Shape of CDR/Bank Guarantee.	
Knock Out and Bid Evaluation relating Documents	
Undertaking on stamp paper of worth Rs. 300/- <b>(The content of Affidavit is at Annex-A)</b>	
Technical bid submitted on PPRA E-PAD	
Financial Bid submitted on PPRA E-PAD	

**Signature of the bidder:** \_\_\_\_\_

**Stamp of the Firm:** \_\_\_\_\_

# AFFIDAVIT

Annexure-A

## UNDERTAKING ON STAMP PAPER ON WORTH RS. 300/-

1. We here by confirm that we have read carefully the description of the stores and all the terms and conditions of your tender enquiry due for opening on \_\_\_\_\_ **for the supply of** \_\_\_\_\_ as advertised in the tender notice as well as those contained in the Bid Performa and the Punjab Procurement Rules, 2014 (PPRA-2014) (amended up to date). We agree to abide by all instructions / conditions.
2. We here by confirm to adhere to the delivery period required in the tender enquiry which would be the essence of the contract and will be binding on us. In case of failure, we agree unconditionally to accept the recovery of liquidated damages on belated supplies and shall have no objection on risk purchase made by university to cop up the delayed supply.
3. Certified that the prices quoted against tender are not more than the trade price or the price charged from any other Government/Autonomous Institution in the financial year 2023-2024 and in case of any discrepancy, the supplier hereby undertakes to refund the price charged in excess when asked to do so.
4. Certified that firm will supply fresh stock of goods, free of cost if found substandard/counterfeit/spurious/ misbranded/adulterated/expired/at variance with the specifications. Moreover the firm will not claim for the return of rejected/substandard stock.
5. Certified that firm is not Blacklisted from Public Procurement Regulatory Authority (PPRA) & King Edward Medical University (KEMU), Lahore.
6. Certifies that ordered product will be original and in case of found any fabrication, our firm should be blacklisted for period of three years.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Company stamp \_\_\_\_\_

### **FIRM BIODATA**

NAME OF THE FIRM \_\_\_\_\_

NAME OF THE PERSON \_\_\_\_\_

SIGNATURE OF THE TENDERER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

TELEPHONE NO. OFFICE \_\_\_\_\_ MOBILE NO. \_\_\_\_\_

SALES TAX REGISTRATION NO. \_\_\_\_\_

N.I.C NO. \_\_\_\_\_

NTN. \_\_\_\_\_

STAMP OF THE FIRM \_\_\_\_\_

## **CONTRACT FORM**

**THIS CONTRACT** is made at -----on----- day of----- 20--, between the King Edward Medical University Lahore (hereinafter referred to as the "Procuring Agency" ) of the First Part; and M/s (*firm name*) a firm registered under the laws of Pakistan and having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

**WHEREAS** the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ Sole Agent of (item name) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) cost per unit,

### **NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General/ Special Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
  - a. Price Schedule submitted by the bidder,
  - b. Technical Specifications;
  - c. General Conditions of Contract;
  - d. Special Conditions of Contract; and
  - e. Procuring Agency's Award of contract; and
  - f. Purchase Order
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, Contract or other instrument, be void able at the option of Procuring Agency.
6. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The  
V. C. KEMU or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
7. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
8. If the firms provide substandard item/ fail to provide the item the payment of risk purchase from the market, the price difference shall be paid by the Firm
9. In case of supply of substandard product the destruction cost will be borne by the firm i.e. burning, Dumping, Incineration

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at \_\_\_\_\_  
(the place) and shall enter into force on the day, month and year first above mentioned.

**Signed/ Sealed by the Manufacturer/ authorized Person**

**Signed/ Sealed by Procuring Agency**

## PERFORMANCE GUARANTEE

To,

**Vice Chancellor**

*King Edward Medical University, Lahore.*

Whereas [*Name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*Number*] dated [*date*] to supply [*description of goods*] (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Call Deposit by a scheduled bank for the sum of 5% OF THE TOTAL AMOUNT OF AWARD as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Signature and Seal of the Guarantors / Bank

Address: \_\_\_\_\_

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

## LETTER OF INTENTION

Bid Ref No.

Date of the Opening of Bids

Name of Firm: {Add name e.g. Supply of \_\_\_\_\_}

To: [King Edward Medical University, Lahore]

Dear Sir/Madam,

Having examined the bidding documents including Addenda Nos. *[insert numbers & Date of individual Addendum]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule or such other sums as may be determined in accordance with the terms and conditions of the Contract. The amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, we have no reservation to these Bidding Documents, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security/guaranty in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree that we will provide the best Quality items and in case, if found at any stage, the items supplied are not of best Quality, any appropriate action may be taken under rules against our firm.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 10 &11 of the bidding documents.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

Signed: In the capacity of *[insert: title or position]*

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

Tender No. 06-26  
Type Procurement of 04 Ton DC Inverter Air Conditioners (Floor Standing) for Bio-Medical Sciences Department of KEMU, Lahore.  
PPRA Rule 38(2)a  
Tender Amount Rs. 1,000,000/-  
CDR/Bank Guarantee Amount Rs. 20,000/-

**Demand and Specifications:**

Sr. No.	Item Name & Specifications	Quantity
Lot 1	<p align="center"><b>04 Ton DC Inverter AC Floor Standing Quantity Required (01 Nos.)</b></p> <p><b>SPECIFICATIONS</b></p> <ul style="list-style-type: none"> <li>• Category wise: DC Inverter</li> <li>• Type: Floor Standing</li> <li>• Turbo Cooling &amp; Heating: Enabled</li> <li>• UPS: Enabled with Additional Device</li> <li>• Refrigerant: R410A or equivalent</li> <li>• Refrigerant liquid pipe (mm): 9.52 or equivalent</li> <li>• Refrigerant gas pipe (mm): 19.05 or equivalent</li> <li>• Fixed or inverter: DC Inverter</li> <li>• Cooling Capacity(BTU): 48000 or above</li> <li>• Heating Capacity(BTU): 48000 or above</li> <li>• Air Circulation (m<sup>3</sup>/h) : 2000 or equivalent</li> <li>• Rated Power Input(kW)-Cooling: 4.4</li> <li>• Rated Power Input(kW)-Heating: 4.3</li> <li>• Running Current(A)-Cooling: 2.3 ~10.2</li> <li>• Running Current(A)-Heating: 2.4 ~10.3</li> <li>• Power Supply (Ph/V/Hz): 3/400/50</li> <li>• Indoor Noise[dB(A)] (H/M/L): 47/43/39</li> <li>• Outdoor Noise[dB(A)]: 55</li> <li>• Warranty: 10 Years Compressor, 3 Year PCB, 1 Year Parts</li> </ul> <p>Note: Equipment shall be provided on turn-key basis</p>	01 No.

**Note:**

- Bid should be submitted through online PPRA Portal (e-PADS). In cause of failure, the bid shall be rejected.

  
**End User**  
**King Edward Medical University,**  
**Lahore.**