# GOVERNMENT COLLEGE WOMEN UNIVERSITY FAISALABAD



# TENDER DOCUMENT

# **Tender No GCWUF/2020-21/26**

Procurement of Glass vials and Syringes

# **Special Instructions:**

- A person who attends the tender (Technical and Financial) bids opening meetings may be owner of company but in case of company representative must have authority letter of company.
- Bids must be submitted on Letter Head of the company.
- Tender contained on Single stage one envelope procedure (Technical and financial bid is in one envelop).
- Sample of Glass vials and syringes are available in procurement cell.
- Vendor must provide sample with bid

<b>Issued</b>	to:									

#### 1. INVITATION TO THE BID

**1.1.** Bids/Tenders are invited, for Glass vials and Syringes From Sales Tax and Income Tax Registered firms.

#### 2. INSTRUCTIONS TO THE BIDDERS

- **2.1.** Procurement will be made under Punjab Procurement Rules (PPRA) 2014.
- **2.2.** It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- 2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bid Documents at the time of opening of Bids and no request for submission of missing documents will be entertained after opening of the Bids.
- **2.4.** Bid without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date and bids without Bid Security in shape of CDR or CDR less than required amount shall be rejected.

### **2.5. Mode of Advertisement**:

As per Rule 12(2) the advertisement is being placed on <a href="www.gcwuf.edu.pk">www.gcwuf.edu.pk</a>, on the website of PPRA Punjab (<a href="www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>)

# 2.7. Type of Open Competitive Bidding

As per Rule No.38 a Single stage one envelope procedure shall be followed with details given below:

# 2.7.1. Single stage one envelope procedure.

Each bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

2.7.2 The committee shall evaluate the Bid under <u>PPRA Rule # 32</u> and in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. During the technical evaluation no amendments in the proposal shall be permitted;

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

1	Procuring Agency	Government College Women University Faisalabad
2	Tender Number	GCWUF/2020-21/26
3	Name of Tender	Glass vials and Syringes

4	Tender Document available place	Purchase Section, Government College Women University Faisalabad or GCWUF Website						
5	Cost of Tender Document	Rs.1000/- payable at Bop Susan road Madina town branch A/C No. 6580118253000010/BOP or  CDR in favor of the Treasurer Government College Women University Faisalabad.						
6	Bid Security	2% of Estimated in shape of CDR, in favor of "Treasurer Government College Women University, Faisalabad"						
7	Performance Guarantee	10% of contract value						
8	Tender Addressed to	Convener Tender Committee Government college Women University Faisalabad						
9	Contact Number	Ph. 041-9220696						
10	Due Date, Time and place of submission of Tender Document	10-06-2021 till 11:00 AM Purchase Section First Floor Admin Block GCWUF.						
11	Date, Time and Place of Technical Bid Opening	10-06-2021 at 11:30 AM at Video Conference Room of GCWUF						

# TERMS AND CONDITIONS OF THE TENDER

# 3. **Definitions**

- **3.1.** "Purchaser" means Government College Women University Faisalabad.
- **3.2.** "GCWUF" means Government College Women University Faisalabad.
- **3.3.** "Bidder/Tenderer" means the Firm/Company/Supplier/Distributer that may provide or provides the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.
- **3.4.** "Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- **3.5.** "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
- **3.6.** "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.

- **3.7.** "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- **3.8.** "PPRA" means Punjab Procurement Regulatory Authority.

#### 4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

- 4.1. Who has valid registration certificates for Income Tax, Sales Tax and Professional Tax
- **4.2.** Is an active Income Tax Payer.
- **4.3.** Have got the experience in supply of relevant items;
- **4.4.** Conform to the clause of "Responsiveness of Bid" given in this tender document;
- **4.5.** Have not been blacklisted.

#### 5. AMENDMENT OF THE TENDER DOCUMENT

- 5.1 The Tender Committee of Government College Women University Faisalabad, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- **5.2.** The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
- **5.3.** The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### 6. BID CURRENCY

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

# 7. VALIDITY PERIOD OF THE BID

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

#### 8. BID SECURITY

- **8.1.** Bidder will submit Bid Security drawn in the name of Treasurer Government College Women University Faisalabad.
- **8.2.** The Bid Security will be in form of CDR in favor of the Treasurer Government College women university Faisalabad

- **8.3.** Cheque or Cross Cheque shall not be accepted at all.
- **8.4.** The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.
- **8.5** If the Bid Security is found less than the required amount then the bid will be rejected Irrespective of the rates and the stage of the bid process.
- 8.7 The Bid Security may be forfeited if a Bidder:Refuses to accept Letter of Acceptance of the Bid; or

#### 9. BID PREPARATION AND SUBMISSION

- **9.1.** The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be attested.
- **9.2.** The Bidder should quote only one brand/model/make of each item.

# 9.3 <u>Detail and Order of Documents to be furnished with the Bid:</u>

The documents attached with the Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order:

- 9.3.1. Covering letter *duly* signed and stamped by authorized representative.
- 9.3.2. Copy of Income Tax Registration Certificate
- 9.3.3. Copy of Sales Tax Registration Certificate.
- 9.3.4 Copy of Professional Tax with copy of bank fee Chillan
- 9.3.5 Detailed specification of items.
- 9.3.6 At least three relevant Supply Orders/Contracts received in the past
- 9.3.7 Affidavit/Undertaking Covering Letter on Stamp Paper.
- 9.4 The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.
- 9.5 The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.

# 9.6 <u>Mode of Submission of Bids</u>

- 9.6.1 The Bid should be addressed to "Convener Tender Committee, Government College Women University Faisalabad" and dropped in the Tender Box placed at Purchase Section of University by hand or through courier.
- **9.6.2.** The Bids received after Due Date and Time or Unsealed or incomplete or Submitted by Fax or Email will be summarily rejected.

# 10. MODIFICATION/WITHDRAWAL OF THE TENDER

- **10.1.** The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- **10.2.** The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

#### 11. BID OPENING

11.1. During the bid evaluation, if any suppression or misrepresentation of

information is brought to the notice of the Tender Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.

11.1.2. It is the Bidder's responsibility to prove the Bidder's requisite qualification,

Experience and capacity to undertake the project to the entire satisfaction of the Tender Committee failing which the Bid may be rejected.

#### 12. PRELIMINARY EXAMINATION

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

#### 13. DETERMINATION OF RESPONSIVENESS OF THE BID

- **13.1.** The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:
- **13.1.1.** To meets an eligibility criteria for the Bidder / the Goods / the Services;
- **13.1.2.** To meets all the mandatory requirements of the evaluation criteria.
- **13.1.3.** To meets the Technical Specifications for the Goods / the Services;
- **13.1.4.** Is accompanied by the required Bid Security;
- **13.1.5.** Is otherwise complete and generally in order;
- **13.1.6** Which offers one Brand/Model/Make for each item (which does not contain any option)

**13.2** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

#### 14. EVALUATION CRITERIA

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

Under PPRA Rules #31, Bids will be evaluated on the basis of following criteria

Mandatory Requirements	Documents Required						
Sales Tax Registration	Certificate of Registration						
Income Tax Registration	Certificate of Registration						
Conformance to the required specification of items given in Schedule of Requirement	Detailed Specifications with Brand and Model						
At least three relevant Supply Orders	Copies of Supply Orders/Contracts received in						
received in the Past years	the past						
Company Firm is not black Listed	Affidavit /Bidder's Undertaking on stamp						
	paper						
Professional Tax	Certificate of Registration with Copy of						
	Professional Tax with copy of bank fee						
	Chillan's						

The bidder must provide Verifiable documentary proof against all the mandatory requirement and Evaluation Criteria

# 15. REJECTION AND ACCEPTANCE OF THE TENDER/BID

**15.1.**The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under PPRA Rules 2014 without any change in unit prices or other terms and conditions,

### According to PPRA rule 35

(5) A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

### 15.2. The Tender / bid shall be rejected if:

- **15.2.1.** It is substantially non-responsive; or
- 15.2.2. The bidder does not meet any of the mandatory criteria mentioned.
- 15.2.3. It does not contain the documentary proof against any of the mandatory Criteria.
- 15.2.4. The bid is incomplete, partial, conditional, alternative, late; or
- 15.2.5. The bidder does not attach Bid Security in Shape of CDR; or

- 15.2.6. The bid security is not attached or it is less than the required amount; or
- 15.2.7. The Bidder submits more than one Bids against one Tender; or
- 15.2.8. The Bidder tries to influence the Tender evaluation / Contract award; or
- **15.2.9.** The Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- **15.2.10.** There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
- **15.2.11.** The Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.

#### 16. CONTACTING THE PROCURING AGENCY

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

#### 17. ANNOUNCEMENT OF EVALUATION REPORT

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

### 18. AWARD OF CONTRACT

The Tender will be awarded to the Lowest Evaluated Bidder (item wise) who has been declared Technically Qualified.

### 19. Letter of Acceptance (LOA)

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

# 20. REFUND OF BID SECURITY (BS)

The BS of the unsuccessful Bidder will be refunded on the written request of the Bidder.

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

- **21.1** The Tender Committee shall issue Supply Order or sign a Contract with the Successful bidder who has meet all requirement.
- **21.2** The Successful Bidder will provide the stamp paper of .25% of total order value for issuance of Supply Order or Signing the Contract.

# 22. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

- **22.1** Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than 10 days after the announcement of the bid evaluation report.
- **22.2.** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- **22.3.** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- **22.4.** The decision of the Vice Chancellor of GC Women University Faisalabad would be final & binding on both the parties and not challengeable in any court of law.

#### GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

#### 23. DELIVERY OF ITEMS

- **23.1.** Delivery Period will be counted after issuance of Letter/ of Acceptance / Supply Order with details given below:
- 23.2. The Supplier will be responsible for delivery and installation of Goods and services
- **23.3** Before delivery of items to the locations, the Bidder must get the items inspected at GCWUF.
- **23.4.** The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost.

# 24. LIQUIDATED DAMAGES

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

# 25. INSPECTION AND TESTS

- 25.1 The Inspection Committee of GCWUF shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications. 25.2. Inspection will be done at Government College Women University Faisalabad.
- **25.3.** Inspection Committee may verify the authenticity of items from Supplier.

**25.4.** After the inspection or test if the Inspection Committee declared items do not conform to the specification and the criteria then Tender Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to University.

#### 26. CONTRACT AMENDMENT

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

#### 27. TERMINATION FOR DEFAULT

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

- **27.1** The bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- **27.2.** The successful bidder fails to deliver goods and services as per its technical specifications Offered in the bid
- 27.3. The successful bidder fails to perform any other obligation(s) under the Contract.
- **27.4.** The bidder, in the judgment of the Tender Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### 28. BLACKLISTING

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the University may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per mechanism provided in Punjab Procurement Rules, 2014.

### 29. Force Majeure

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to miss planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressed of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its

recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

### 30. Warranty

- **30.1.** Warranty of equipment will be as mentioned in tender specification.
- **30.2.** Supplier shall confirm that the goods supplied under this contract are new and unused. The Supplier shall further warrant that all goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omission of the supplier that may arise under the normal use of the supplied goods in the conditions prevailing in the University.
- **30.3.** During the warranty period the Successful Bidder will provide comprehensive warranty of the items. The Tender Committee shall notify the supplier in writing of any claim arising under the warranty. Upon receipt of such notice, the supplier shall repair or replace the defective goods or parts within given time, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination and their installation.

# **Tender Specifications:**

Sr. #	GC Women University Faisalabad Item Specifications	Total Qty (Nos)	Unit Estimate Cost (Rs)	Total Estimate Cost (Rs)
1	Glass vials Capacity 15 ml With rubber stopper and aluminum seal flip off China or equivalent	36842	11	405,262
2	Syringes 5ml with larger or minimum 10 cc diameter with coarse needle (veterinary purposes)	36842	8	294,736
Total				699,998/-

# **Note:**

- Tender contained on Single stage one envelope procedure (Technical and financial bid is in one envelop).
- Sample of Glass vials and syringes are available in procurement cell.
- Vendor must provide sample with bid