

# Pak-Austria Fachhochschule: Institute of Applied Sciences & Technology, Haripur

**KHYBER PAKHTUNKHWA** 

# Tender Document FOR

"Supply and Installation of Furniture and Fixture for Establishment of School of Medicine Dentistry and Allied Sciences at PAF-IAST Haripur"

Submission of Bids: Tuesday, 4<sup>th</sup> February 2025@12:00 PM Opening of Bids: Tuesday, 4<sup>th</sup> February 2025@12:30 PM

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## **Section 1. Letter of Invitation**

The Pak-Austria Fachhochschule: Institute of Applied Sciences & Technology (PAF- IAST), Hairpur invites sealed bids from interested firms for the "Supply and Installation/ Deployment of Lab Equipment, for Establishment of School of Medicine Dentistry and Allied Sciences at PAF-IAST Haripur" under the following Lots.

LOTS	Description
LOT #01	Furniture and Fixture

The bidder must be registered and duly recognized in Pakistan and be registered with FBR and KPPRA; possess Manufacturer's status or Distributor/ Dealer status with authorization from Manufacturer/ Principal specific for this tender, with sufficient financial, technical and human resources to take up the task assigned and complete the same within prescribed time limit on the finalization of contract with PAF- IAST.

Tender document containing instructions to bidders covering definitions, introduction/ background of the Project, scope of work, general terms and conditions, and special terms, procedure for submission of bids, opening of bid, evaluation criteria, and other related information, can be obtained against a written request on company's letterhead, from Pak-Austria Fachhochschule: Institute of Applied Sciences & Technology, Haripur – Pakistan. Cost of the document is Rs. 2000/- Non-refundable (Stationery charges) for each LOT separately. Tender document can also be downloaded from http://www.paf-iast.edu.pk/ free of cost, however, the Bid should also be submitted along with Pay Order/ Demand Draft of Rs. 2000/- (Stationery Charges). No bid will be accepted without Tender Document fee.

Bidder(s) interested in participating in the tender process are advised to submit their Bid Proposal(s), along with the Earnest Money amounting 2% of their Bid Value in the shape of CDR, in accordance with the instructions in this tender document. Bid Proposal(s) must reach PAF-IAST, Haripur on Tuesday the 4<sup>th</sup> February, 2025, by 1200 hrs. Any late Bid(s) shall not be accepted and returned unopened. Accepted Bids will be opened on the same day at 12:30 hrs, in presence of bidders who chose to attend. In case of sudden holiday on bid opening day, bids will be opened on next working day. The Tender shall be executed in accordance with KPPRA Rule 6(2)b "Single Stage, Two Envelope Procedure".

This advertisement is also available on PAF: IAST and KPPRA websites <u>http://www.paf-iast.edu.pk/</u> & http://www.kppra.org.pk.

Project Director Pak-Austria Fachhochschule: Institute of Applied Sciences & Technology (PAF-IAST) Hairpur – Khyber Pakhtunkhwa Phone:0995-645161,931615 E-Mail: <u>info@paf-iast.edu.pk</u>

# Section 2. Instruction to Bidders (ITB)

A. GENERAL TERMS	5	
1. Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by PAF-IAST. This ITB will be governed under Clause 6(2)b "Single Stage, Two Envelope Procedure" of Public Procurement Rules, 2014, as amended from time to time and instructions of the Federal Government received during the completion of the project.
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by PAF-IAST. The Institute is under no obligation to award a contract to any Bidder as a result of this ITB.
	1.3	PAF-IAST reserves the right to cancel the procurement process at any stage without any liability of any kind for PAF-IAST, upon notice to the bidders or publication of cancellation notice on PAF- IAST website.
2. Fraud & Corruption, Gifts and Hospitality	2.1	PAF-IAST strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of PAF-IAST vendors and requires all bidders/ vendors observe the highest standard of ethics during the procurement process and contract implementation.
	2.2	Bidders/ vendors shall not offer gifts or hospitality of any kind to PAF-IAST staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3	In pursuance of this policy, PAF-IAST:
	(a)	Shall reject a bid if it determines that the bidder is or has been engaged in any corrupt or fraudulent practices in competing for the tender in question;
	(b)	Shall declare a bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the bidder is or has been engaged in any corrupt or fraudulent practices in competing for, or in executing any contract; or counseling or canvassing staff or elected representatives; or engaging in collusion with other bidders.
3. Eligibility	3.1	A Bidder should not be suspended, debarred, or otherwise identified as ineligible by any Government/ Semi-government/ or any other international Organization. Bidders are therefore required to disclose to PAF-IAST whether they are subject to any sanction or temporary suspension imposed by these organizations.
	3.2	It is the Bidder's responsibility to ensure that its employees, sub-contractors, service providers, suppliers and/ or their employees meet the eligibility requirements as established by PAF-IAST.
4. General Terms	4.1	The Bidder should be registered with Sales Tax and Income Tax Department as well as with the Khyber Pakhtunkhwa Revenue Authority.
	4.2	The Bidder should have not been blacklisted by any Government/ semi-Government organization.
	4.3	There should be no litigation against the bidder/ firm.

B. PREPARATION OF BIDS		
5. General Considerations	5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.	
	5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the Project Director, PAF-IAST accordingly.	
6. Cost of Preparation of Bid	6.1 The Bidder shall bear all costs related to the preparation and/ or submission of the Bid, regardless of whether its Bid is selected or not. PAF-IAST shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.	
7. Language	7.1 The Bid, as well as any, and all related correspondence exchanged by the Bidder and PAF- IAST, shall be written in the language(s) specified in the BDS.	
8. Documents Comprising the Bid	<ul> <li>8.1 The Bid shall comprise of the following documents and related forms of which details are provided in the BDS. All pages of the Bid shall be signed, stamped and properly paginated.</li> <li>a) Returnable Forms as referred in Section 6 shall be properly filled in Ink or Typed Forms filled in using a pencil shall not be considered and substantiate the annulment of the Bid Proposal.</li> <li>b) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>c) Bid covering Technical Specifications in detail, and covering Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> </ul>	
	e) Any attachments and/ or appendices to the Bid.	
9. Documents Establishing the Eligibility and Qualifications	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified supplier, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to PAF-IAST's satisfaction.	
10. Technical Bid Format and Content	10.1 The Bidder is required to submit a Bid using the Standard Forms and templates provided in Section 6 of the ITB.	
	10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the Institute. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.	
	10.3 When applicable and required in Section 5, the Bidder shall describe the necessary training program available for the maintenance and operation of the equipment offered as well as the cost to the Institute. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.	
	10.4 When applicable and required in Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.	
11. Price Schedule	11.1 The Price Schedule shall be prepared using the Forms provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.	
	11.2 Any requirement described in this ITB but not priced in the Price Schedule, shall be assumed to have been included in the prices of other activities or items, as well as in the final total price.	

12. Bid Security	12.1 A Bid Security shall be provided in the amount and form indicated in the BD The Bid Security shall be valid for the duration as referred in BDS.	)S.
	12.2 The Bid Security shall be included along with the Bid. If Bid Security not found the Bid, the Bid shall be rejected.	in
	12.3 If the Bid Security amount or its validity period is found to be less than what required, PAF-IAST shall reject the Bid.	is
	12.4 In the event an electronic submission is allowed in the BDS, Bidders shall inclu- a copy of the Bid Security in their bid and the original of the Bid Security mu be sent via courier or hand delivery as per the instructions in BDS.	
	12.5 The Bid Security will be forfeited by PAF-IAST, and the Bid rejected, in the eve of any, or combination, of the following conditions:	ent
	<ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> </ul>	у
	b) In the event the successful Bidder fails:	
	i. to sign the Contract after PAF-IAST has issued an award; or	
	ii. to furnish the Performance Security, insurances, or other documents th PAF-IAST may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.	
13. Currencies	13.1 All prices shall be quoted in the currency indicated in the BDS. Where prices a quoted in different currencies, for the purposes of comparison:	re
	<ul> <li>PAF-IAST will convert the currency quoted into the currency indicated BDS, in accordance with the prevailing Inter Bank rate of exchange on the last day of submission of Bids; and</li> </ul>	
	b) In the event that PAF-IAST selects a Bid for award that is quoted in a curren different from the preferred currency in the BDS, PAF-IAST shall reserve t right to award the contract in the currency of PAF-IAST's preference, usin the conversion method specified above.	he
14. Joint Venture, Consortium or Association	14.1 If the Bidder is a group of legal entities that will form or have formed a Joi Venture (JV), Consortium or Association for the Bid, they shall confirm in the Bid that : (i) they have designated one party to act as a lead entity, duly veste with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by an intent letter or Agreement among the legal entities duly notarized, and submitted with the B and (ii) if they are awarded the contract, the contract shall be entered into, and between PAF-IAST and the designated lead entity, who shall be acting f and on behalf of all the member entities comprising the joint venture.	eir ed on an iid; by
	14.2 After the Deadline for Submission of Bid, the lead entity identified to represe the JV, Consortium or Association Or any change in the constitution of the Consortium or Association shall not be altered without the prior written conse of PAF-IAST/ Procurement Committee.	JV,
	14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting or one Bid.	
	14.4 The description of the organization of the JV, Consortium or Association muclearly define the expected role of each of the entities in the joint venture delivering the requirements of the ITB, both in the Bid and the JV, Consortiu or Association Agreement or Intent Letter. All entities that comprise the J Consortium or Association shall be cumulatively subject to the eligibility an	in ım V,

	technical qualification assessment by PAF-IAST as defined in Section 4: Evaluation Criteria.
	14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
	a) Those that were undertaken together by the JV, Consortium or Association; and
	b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
	a) they have at least one controlling partner, director or shareholder in common; or
	<li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li>
	c) they have the same legal representative for purposes of this ITB; or
	d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by PAF-IAST and rendered non-responsive.
	16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, PAF-IAST may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.

18. Clarification on ITB (from the Bidders)	18.1	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a PAF-IAST staff member, PAF-IAST shall have no obligation to respond or confirm that the query was officially received. PAF-IAST will provide the responses to clarifications through the method
	18.3	specified in the BDS. PAF-IAST shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of PAF-IAST to extend the submission date of the Bids, unless PAF-IAST deems that such an extension is justified and necessary.
19. Amendment in ITB	19.1	
	19.2	If the amendment is substantial, PAF-IAST may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, PAF-IAST reserves the right to award a contract based on an alternative Bid.
	20.2	If multiple/ alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1	When appropriate, a pre-bid conference may be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Nonattendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and/ or shared by email as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/ posted as an amendment to ITB.
C. SUBMISSION AN		PENING OF BIDS
22. Bid Proposal Submission	22.1	The Bidder shall submit a duly signed and numbered all pages of the complete Bid in an Envelope sealed and marked as per ITB 22.6, and in accordance with K <b>PPRA Rule 6 (2)(b)</b> .
	22.2	The Outer Envelope should contain Two (02) separate sealed envelopes, one of which comprising the <b>Forms (A – F) and supporting documents</b> in accordance with requirements in the BDS, shall be marked as <b>"Technical Proposal"</b> . Whereas the other envelope containing the <b>Form G: Price Schedule Form</b> shall be marked as <b>"Financial Proposal"</b> .
	22.3	The Bid Security as referred in BDS must be placed in the <b>"Financial Proposal"</b> but in a duly sealed envelope and marked as <b>"Bid Security"</b> . However, an Affidavit stating that the Bid Security (without indicating the amount) has been placed in the Financial Proposal, should be enclosed in <b>"Technical Proposal"</b> . Bid security envelop will be opened with financial proposal of Technically qualified bidders.

	22.4	The Bidder shall submit a duly signed and numbered all pages of the complete Bid in an Envelope sealed and marked as per ITB 22.6, and in accordance with K <b>PPRA Rule 11(1)</b> .
	22.5	The Envelope should contain all the <b>Returnable Forms (A – G)</b> along with <b>Technical Specifications</b> meeting or exceeding the requirements as stipulated in this ITB, and <b>supporting documents</b> in accordance with requirements in the BDS.
	22.6	The Bid Security as referred in BDS must be placed in the Bid Envelope.
	22.7	Bid can be delivered by courier only as specified in the BDS.
	22.8	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid. There should not be errors and/ or over-writings. Corrections (if any) should be made clearly and initialed with dates.
	22.9	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the General Contract Terms and Conditions.
	22.10	Hard copy submission by courier allowed or as specified in the BDS shall be governed as follows:
		a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
		(b) The Bid Proposals must be sealed and submitted in an envelope, which shall:
		<ul> <li>i. Bear the name of the Bidder;</li> <li>ii. Be addressed to PAF - IAST as specified in the BDS; and</li> <li>iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> <li>If the envelope with the Bid is not sealed and marked as required, PAF-IAST shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</li> </ul>
23. Deadline for Submission of Bids and Late Bids	23.1	Complete Bids must be received by PAF-IAST in the manner, and no later than the date and time, specified in the BDS. PAF-IAST shall only recognize the actual date and time that the bid was received by PAF-IAST.
	23.2	PAF-IAST shall not consider any Bid that is received after the deadline for the submission of Bids.
Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	A bidder may withdraw, substitute or modify its Bid by sending a written notice to PAF- IAST, duly signed by an authorized representative, including a Power of Attorney. The corresponding substitution or modification of the Bid, must accompany the respective written notice. All notices must be submitted in the
		same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"

25. Bid Opening	25.1 The Procurement Committee of PAF- IAST will open the Bid in the presence of Bidders' representative(s) who choose to attend.
	25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/ seals, the number of folders/ files and all other such other details as PAF-IAST may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
	25.3 In case of public holiday on bid opening day, bids will be opened on next working day.

D. EVALUATION OF BIDS		
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders, even after publication of the contract award.	
	26.2 Any effort by a Bidder to influence PAF-IAST in the examination, evaluation and comparison of the Bids or contract award decisions may, at PAF-IAST's decision, result in the rejection of its Bid and may subsequently be subject to consequences.	
27. Preliminary Examination	27.1 PAF-IAST shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether 'the Bids are generally in order, among other indicators that may be used at this stage. PAF-IAST reserves the right to reject any Bid at this stage.	
28. Evaluation of Eligibility and Technical	28.1 Eligibility and Technical Qualification of the Bidder will be evaluated against the Minimum Eligibility/ Qualification requirements specified in the Section 4: Evaluation Criteria.	
Qualification	<ul> <li>28.2 In general terms, Bidders that meet the following criteria may be considered qualified:</li> <li>a) They are not included in the list of blacklisted or barred companies published on KPPRA website, any federal or provincial government department;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/ or services required;</li> <li>d) They are able to comply fully with the General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/ arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>	
29. Evaluation of Bid Proposals	29.1 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the schedule of requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, PAF- IAST may invite technically responsive bidders for a presentation related to their Bids. The conditions for the presentation shall be provided in the bid document where required.	
30. Due diligence	30.1 PAF- IAST reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:	
	a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;	
	b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;	
	c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;	

d)       Inquiry and reference checking with previous cleans on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;         e)       Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder.         31. Clarification of Bids       31.1       To assist in the examination, evaluation and comparison of Bids, PAF- IAST may, at its discretion, request any Bidder for a clarification of its Bid.         31. Clarification of Bids       31.1       To assist in the examination, evaluation and comparison of Bids, PAF- IAST may, at its discretion, request any Bidder for a clarification of its Bid.         31. Clarification of Bids       31.1       To assist the prices or substance of the Bid shall be sought, offered, or permitted, except to provide 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, except to provide clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by PAF-IAST may not be considered during the review and evaluation of the Bids.         32. Responsiveness of Bid       32.1       PAF-IAST's determination of a Bid's responsive Bid is ane that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.         33. Right to Accept, Reject, Any or All Bids       33.1       PAF-IAST reserves the right to accept or reject any proposal in response to the ITB. to render any or all of the proposals as non-responsive. and to reject all Proposals in responses to the ITB			
<ul> <li>business transpires, with or without notice to the Bidder;         <ul> <li>Other means that PAF-IAST may deem appropriate, at any stage within the selection process, prior to declaring the Bidder as Qualified.</li> </ul> </li> <li>To assist in the examination, evaluation and comparison of Bids, PAF- IAST may, at its discretion, request any Bidder for a clarification of its Bid.</li> <li>PAF- IAST's 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, except to provide clarification, and confirm the correction of any arithmetic errors discovered by PAF-IAST in the evaluation of the Bids in accordance with the ITB.</li> <li>Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by PAF-IAST, may not be considered during the review and evaluation of the Bids.</li> <li>PAF-IAST determination of a Bid's responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</li> <li>If a bid is not substantially responsive, it may be rejected by PAF-IAST and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</li> <li>PAF-IAST reserves the right to accept or reject any proposal in response to the ITB, to render any or all of the proposals as non-responsive, and to reject all Proposals in response to the ITB at any time prior to award of contract, while assigning the reason(s) thereof.</li> <li>PAF-IAST shall not be obliged to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any appect of the price. Failure of the Bidder to comply with the request may result in the re</li></ul>			on-going or completed contracts, including physical inspections of previous
<ul> <li>selection process, prior to declaring the Bidder as Qualified.</li> <li>31. Clarification of Bids</li> <li>31.1 To assist in the examination, evaluation and comparison of Bids, PAF- IAST may, at its discretion, request any Bidder for a clarification of its Bid.</li> <li>31.2 PAF- IAST's 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, except to provide clarification, and confirm the correction of any arithmetic errors discovered by PAF-IAST in the evaluation of the Bids in accordance with the ITB.</li> <li>31.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by PAF-IAST, may not be considered during the review and evaluation of the Bids.</li> <li>32. Responsiveness of Bid</li> <li>32.1 PAF-IAST's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</li> <li>32.2 If a bid is not substantially responsive, it may be rejected by PAF-IAST and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</li> <li>33.1 PAF-IAST reserves the right to accept or reject any proposal in response to the ITB, to render any or all of the proposals as non-responsive, and to reject all Proposals in response to the ITB, to render any or all of the proposals as non-responsive, and to reject all Proposals in response to the ITB to render any or all of the proposals an con-responsive, and to reject all Proposals in response to the ITB to render any or all of the proposals an on-responsive, and to reject all Proposals in responsive, pAF-IAST may waive any nonconformities or omissions in the Bid related to documentation requirements. Such omissions in the Bid related to documentation</li></ul>			· · ·
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	<ul> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> <li>34.4 If the Bidder does not accept the correction of errors made by PAF- IAST, its Bid shall be rejected.</li> </ul>
35. Bidder Grievance	35.1 PAF- IAST's grievance readdress procedure provides an opportunity for appeal to those bidders or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the Bidder may lodge a complaint to the PAF-IAST's Grievance Readdress Committee.
E. AWARD OF CO	INTRACT
36. Evaluation	36.1 PAF-IAST will conduct the evaluation solely on the basis of response to this tender received from the firms.
	36.2 Evaluation shall be undertaken in the following steps:
	<ul> <li>a) Preliminary Examination including Technical Specifications and other compliances</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Evaluation of prices</li> <li>36.3 Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)</li> </ul>
37. Integrity Pact	<ul> <li>37.1 Bidders will also be required to submit a signed Integrity Pact on a stamp paper of appropriate value as part of their response. The text of Integrity Pact is available at Annex – I.</li> </ul>
38. Award Criteria	38.1 Prior to expiration of the period of Proposal validity, PAF-IAST shall award the contract to the Bidder that is found to be responsive to the requirements of the Technical Specifications and has offered the lowest price.
	38.2 PAF-IAST shall not be obliged to award the contract to the lowest priced offer, if the response is found deficient to the Technical Specifications and other compliances.
	38.3 In case of tie in Financial Bid Value, the Contract will be awarded to the bidder having closest match to the Technical Specifications.
39. Contract Signing	39.1 After the approval of any Work Award, a Contract Agreement on the stamp paper of appropriate value, shall be executed by PAF-IAST with Selected Bidder (i.e. Contractor) within 07 days from the date of issuance of Lol (Letter of Intent)/ Work Order.
	39.2 Failure to signing of Contract Agreement by the selected Bidder Firm with PAF- IAST within the stipulated time may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, PAF- IAST may award the Contract to the Second highest rated or call for new Proposals.
40. Right to Vary quantity at the Time of Award	40.1 At the time of award of Contract, PAF-IAST reserves the right to vary the quantity of goods and/ or services, without any change in the unit price or other terms and conditions.
41. Sample draft Contract	41.1 A sample draft Contract to be signed, containing applicable General Terms and Conditions can be found at Annex – II.

42. Performance Security	42.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS, well prior to the Contract signing by both parties. Where a performance security is required, the receipt of the performance security by PAF-IAST shall be a condition for rendering the contract effective.
43. Bank Guarantee for Advanced Payment	43.1 No Payment will be released in advance.
44. Liquidated Damages	<ul> <li>44.1 PAF-IAST shall apply Liquidated Damages for the damages and/ or risks caused to PAF-IAST resulting from the Contractor's delays or breach of its obligations as per Contract.</li> <li>a) In case of delay, the Procurement Committee, PAF-IAST reserves the right to impose a penalty not exceeding 10% of the total amount of the Contract Value at the rate as referred in the Sample Contract at Annexure – II.</li> <li>b) If the Contractor fails to complete work as per PAF-IAST requirement, the Rector, PAF-IAST reserves the right to reject it altogether or impose a penalty not exceeding 50% of the total amount of the Contract.</li> <li>c) If the Contractor fails to provide supplies/ services as per PAF-IAST requirements, PAF-IAST may forfeit his earnest money as well as Performance Security, and the work will be done at the risk and cost of Contractor.</li> <li>d) In case of any dispute, matter will be referred to Rector, PAF-IAST whose decision will be binding on both the parties.</li> </ul>
45. Force Majeure	45.1 "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Purchase Order/ Work Order/ Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial issues are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/ Work Order/ Contract, the dispute will be referred to Project Director, PAF-IAST whose decision will be final.
46. Delivery of Goods	46.1 Contractor will be required to deliver the goods as per the Delivery Schedule referred in BDS without claiming any additional cost to the PAF-IAST at the designated site(s) and in quantities as referred in the Contract.
47. Payment Provisions	47.1 Payment will be made only upon PAF- IAST's acceptance of the goods and/ or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice, and certification of acceptance of goods and/ or services issued by the proper authority in PAF: IAST. Payment will be affected by bank transfer in the currency of the contract.
	47.2 The Contractor shall provide all necessary supporting documents along with GST invoice, delivery challan and any other relevant documents as required by the PAF- IAST.

The following data for the goods and/ or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid. In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1.		Background of the Project	Pak-Austria Fachhochschule: Institute of Applied Sciences and Technology (PAF: IAST) is novel in its content and holistic in approach. The project concept is based on the slogan of "Skilling Pakistan" to create a high-quality technical education infrastructure. This unique educational institution in Pakistan will closely collaborate with several institutions in Austria and China and award multiple foreign degrees. This is a historic and visionary initiative as it is probably the first time that an institution will be established in Pakistan with many foreign universities giving degrees to students who study in it.
2.		Objective	The main objective of this Tender is to equip the PAF-IAST with necessary and advanced level of furniture facilities, providing enabling environment to the students and faculty to perform their academic and research work in a conducive and productive environment and deliver beyond the expectations.
			<b>Supply of furniture</b> The required items in various Lots as referred in Section – 5 have been sought by PAF-IAST MDC from a reputed Firms/ Companies. The supplier is expected to supply high quality products meeting the specification as stipulated in this ITB, which conforms to the international quality standards. The time specified for delivery, Installation and Commissioning in the tender form shall be deemed to be the essence of the contract and the Successful Bidder shall arrange within the specified period.
			<b>Post-Delivery Warranty and Support Services</b> It is required that Manufacturer's Warranty and Post-delivery Bidder's Support Services for at least One (01) year from the date of commissioning at PAF-IAST be provided by the Supplier within the quoted cost of items.
3.		Scope of Work	Moreover, additional Warranty and Support Services for next four (04) years should be quoted separately by the Bidder on annual payment basis. However, it will be at sole discretion of PAF-IAST to avail additional Warranty and Support Services in subsequent year(s) or otherwise.
			The labor cost for the installation of equipment must be embedded in the product price.
			Bidder must provide all the necessary accessories along with the hardware.
			Bidder must quote the Software/ license cost separately (If applicable)
			Bidder must be responsible for any other hidden license/ licenses
			Bidder must provide the training of Equipment to at least 2 PAF-IAST persons (FOC)

			The product will be supplied along with all accessories, software, and user manuals. The supplier will ensure commissioning, onsite training, and after-sale services.
4.	7	Language of the Bid	English
5.	22, 23, 27	Submitting Bids for Parts or subparts of the Schedule of Requirements (partial bids)	The Procurement Committee shall consider the Bids Lot-wise (i.e., package against each of the Lots) as referred in Section – 5. Any item not quoted in the respective Lot shall have reasonable grounds to reject the Bid for that Lot.
6.	20	Alternative Bids	Not Allowed.
7.	21	Pre-Bid conference	21 January 2025 @ 11am
8.	16	Bid Validity Period	180 days
9.	13	Bid Security/ Earnest Money (Refundable)	Required in the amount of: 2% of the Bid Value of each Lot (separately) against which the Bidder is participating. In case of options, earnest money shall be based on the maximum quoted price of the same items in the Lot. <u>Acceptable Forms of Bid Security</u> : Denominated in Pak Rupees duly issued by a Pakistani Bank or branch of a Foreign Bank, in the form of CDR/Bank grantee in favor of the Project Director, PAF-IAST
10.	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: as referred in Draft Contract Sample in Annexure – II.
11.	40	Performance Security	Within one week of issuance of Lol/ Purchase Order and well prior to the signing of Contract, as <b>10% of the Contract value</b> for the duration of Warranty period referred in RFP.
12.	12	Currency of Bid	Pakistani Rupees (PKR)
13.	31	Deadline for submitting requests for clarifications/ questions	<b>5 days</b> before the submission deadline
14.	31	Contact Details for submitting clarifications/ questions	Focal Person in PAF: IAST: <b>Mr. Atta Ullah Khan</b> <b>0995-931615, 645161</b>

15.	18, 19, and 21	Manner of Disseminating Supplemental Information to the ITB and responses/ clarifications to queries	Direct communication to prospective Bidders by email and/ or Posting on the PAF: IAST website: <u>attaullah.khan@spcai.paf-iast.edu.pk</u> <u>procurement@paf-iast.edu.pk</u> <u>http://www.paf-iast.edu.pk/</u>			
16.	23	Deadline for Submission	Tuesday 4 <sup>th</sup> February 2025 <b>on or before 12:00 PM (PST)</b>			
17.	22	Number of Set(s) of Bid	Technical Proposal(s)         -       One (01) Original         -       Soft copy of Technical Proposal in a USB Flash Drive         Financial Proposal(s)       -         -       One (01) Original         Note:       Bidders are required to prepare and submit the Proposal(s) against the Lot(s) separately in separate envelopes, in which they intend to participate.			
18.	22	Allowable Manner of Submitting Bids	⊠ Courier only/ by hand			
19.	22	Bid Submission Address	<ul> <li>By Courier /by hand delivery</li> <li>Convener Procurement Committee,</li> <li>PAF- IAST, Mang, Haripur</li> </ul>			
20.	22	Electronic submission (email) requirements	Not Allowed			
21.	25	Date, time and venue for the opening of bid	Date and Time: Tuesday 4 <sup>th</sup> February, 2025, <b>at 12:30 PM</b> Venue: <b>Conference Room, PAF-IAST, Mang, Haripur</b>			
22.	27, 36	Evaluation Method	Eligible and qualified bids meeting the PAF- IAST requirements and technically responsive as stipulated in this ITB			
23.		Evaluation Method for the Award of Contract	Lowest priced technically responsive.			
24.		Expected date for commencement of Contract				
25.		Maximum expected duration of Contract	24 months			
26.	35	PAF: IAST will award the contract to:	One Bidder Only against each Lot			
27.	39	Type and Contract Terms and Conditions that will apply	PAF-IAST General Terms and Conditions for Contracts for Goods and/ or Services as per Sample at Annex – II.			
28.	46	Delivery, Installation and Testing/ Training	DeliveryInstallationTesting/ TrainingLOT #190 days1 week1 week			

#### **Preliminary Examination Criteria**

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/ No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided.
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period.

#### **Minimum Eligibility Criteria**

Eligibility will be evaluated on a Pass/ Fail basis. If the Bid is submitted as a Joint Venture, there should be no more than two (02) companies in the Joint Venture and each company should meet the minimum criteria, unless otherwise specified.

	ELIGIBILITY		
S. #	Subject	Criteria	Reference Returnable Form(s)
1.	Bidder's Status	Participating as <ul> <li>Individual Company</li> <li>JV/ Consortium</li> </ul>	Form B: Joint Venture/ Consortium/ Association Information Form
2.	Legal Status	Bidder is a legally registered entity in Pakistan. Bidder is/ are also registered with FBR for Income Tax and Sales Tax	Form C: Bidder Information Form
3.	Location of Offices	Bidder (Lead Bidder) has declared office(s) in Islamabad/ Rawalpindi/ Peshawar/ Abbottabad	Form C: Bidder Information Form
4.	Principal's Authorization	Bidder or at least one member of JV/ Consortium/ Association must be Authorized Partner/ Reseller/ Dealer for the supply and services of quoted goods/ services.	Form C: Bidder Information Form
5.	Company in Operation	Bidder (Lead Bidder) is in operation for at least Five (05) years.	Form C: Bidder Information Form
6.	Financial Strength	Average annual turnover over last 3 years LOT # 1, 2 $\rightarrow$ Rs. 20 million (For JV/ Consortium/ Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
7.	Relevant Experience	Minimum No. of Projects of similar nature, value, and complexity in last 3 years LOT # 1, 2, 3,4,5,6,7,8,9,10,11,12,13 $\rightarrow$ Two (03) projects (For JV/Consortium/ Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form Form E: Technical Proposal Form
8.	Eligibility	Bidder(s) is not suspended, nor debarred, nor otherwise identified as ineligible by any Government/ Semi-government/ Autonomous organization in Pakistan, in accordance with ITB clause 3. Non- Blacklisting certificate will be required.	Form A: Bid Submission Form
9.	Bankruptcy	Bidder(s) has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form

#### QUALIFICATION

S. #	Attribute	Description	Max. Score	Criteria	Returnable Form(s)
	Section – I: General Co	rporate Profile	25		
10.	Bidder's Footprints	Number of offices/ services centers across the country	5	4+ offices fully operational for last five (4) year	Form C: Bidder Information Form
			3	3-4 offices fully operational for last five (4) year	
			1	< 3 offices fully operational for last five (4) year	
11.	Bidder's Human Resource Strength	Number of full-time employees (documentary proof required)	8	50+ employees with at least 20% Technical staff with at least 10% having technical certification	Form C: Bidder Information Form
			6	36 – 50 employees with at least 20% Technical staff at least 10% having technical certification	
			4	21 – 35 employees with at least 20% Technical staff at least 10% having technical certification	
			2	10 – 20 employees with at least 20% Technical staff at least 10% having technical certification	
12.	Financial Standing	Annual Turnover averaged over last 3 years	7	2+ x Financial Strength 2 x Financial Strength	Form D: Qualification
		averaged over last 5 years	2	1.5 x Financial Strength	Form
13.		Annual Tax Paid averaged over last 3 years	5	Rs. 5 million or more	_
	Annual Tax Paid				Form D: Qualification Form
			3	Rs. 2 – 5 million	_
			2	Rs. 1 – 2 million	
	Section – II: Business P	rofile	30		
14.	Relevant Experience	Project(s) of similar	7	Min. No. of Projects + 5	Form D: Qualification Form
		nature, value and	5	Min. No. of Projects + 3	
		complexity completed. Min. No. of Projects=5	3	Min. No. of Projects + 2	
15.	Public Sector Experience	Project(s) delivered to	9	5 Projects worth 20 million each	Form D:
		government organizations	7	3 Projects worth 20 million each	Qualification Form
			5	2 Projects worth 20 million each	

16.	Education Sector		9	2+ Projects	
	Experience	Project(s) completed at education	7	2 Projects	Form D: Qualification Form
		institutions.	-		
17.			5	1 Project	
				Project worth 30 million in Pakistan	
	Experience in Haripur/ Abbottabad	Project(s) completed in Pakistan	3	Project worth 25 million in Pakistan	Form D: Qualification Form
	Section – III: Manufactu Strengths	irer's/ Product's	10		
18.	Manufacturer's Global Presence	Letter of authorization from manufacturer Countries having supplied the same Quoted items	5	No. of countries identified by Bid in consideration/ Max. No. of countries identified in all Bids * 10	Form E: Project Proposal Form
19.	Manufacturer's Products Portfolio	Various Products produced by the manufacturer beyond quoted items	5	No. of relevant Products mentioned by Bid in consideration/ Max. No. of Products referred in all Bids * 10	Form E: Project Proposal Form
	Section – IV: Registratio	on & Certifications	10		
20.	ISO 27001 Certified	Bidder or the Lead Bidder in case of JV should be Certified	5	Copy of Valid Certificate	Form E: Project Proposal Form
21.	Certification specific to quoted Products/ Solution	Bidder or any of the JV Partners should possess them	5	Copy of Valid Certificate	Form E: Project Proposal Form
	Section – V: Presentation	n on Project Proposal	25		
	Project Management Approach	Overall approach towards planning and implementing the project.	5	To be assigned by the Technical Committee	Form E: Project Proposal Form
3.	Post-Commissioning	Overall approach towards			Form E: Project
	Services	after-sale support and services.	5	To be assigned by the Technical Committee	Proposal Form
4.	Distinguishing Features	Distinguishing features of the quoted Product and/ or overall project proposed.	15	To be assigned by the Technical Committee	Form E: Project Proposal Form
Gra	nd Total		100		·

Technical Evaluation	Bids shall be evaluated on both Eligibility and Technical Qualification Criteria. Bidders meeting the Eligibility Criteria and able to secure <b>70 percent</b> in Technical qualification shall be declared as Technically Qualified Bidders for the next step, i.e. Opening of Financial Bid.
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/ internal estimates. Tender will be awarded on <b>least-cost</b> <b>basis</b> .

Section 5a: Technical Specifications of the Required Goods

	LOT01# FURNITURE AND FIXTURE						
S. No	Area	Specifications	Qty	Remarks			
1	Executive Office Table	Main Desk Size: <b>60</b> " <b>x 36</b> " <b>x 30</b> " Side Rack size: <b>60</b> " <b>x 18</b> " <b>x 30</b> " Table Top Thickness: <b>75mm</b> Table: Made up of Oak Veneer Board with Jacobean polish finish With leatherette padding on table top or 8mm Glass Top Side Rack: Made up of Oak Veneer Board with Jacobean finish with three Drawers and one Keyboard Tray with high quality Hardware <u>As per picture provided</u>	5				
2	Executive Revolving Chair.	Executive Chairs Made up of High-quality Imported Ply under with Master Molty Foam 4" 10 years warranty Padding on Seat and Back. Arms: Wooden arms with SS Supports with Jacobean polish finish with Imported Chrome base with imported Hydraulic and Machine <u>As per picture provided</u>	5				

3	Visitor Chair	Standard Size Material: Leatherette on the Overall Chair Seat Wooden Frame Legs: Wooden Jacobean Polish Finish Comfort: Comfortable Back Support with Tufting classy <u>As per Picture provided</u>	16	
4	Visitor Chair	Standard Size Material: Leatherette Padded Seat (Black) Frame and Legs: Wooden Finish Jacobean Polish Finish <u>As per Picture provided</u>	40	
5	Centre Table	Table size (24"x48") Teapot size (18"x18") With 2 x Teapoy Made up of veneer board of with approved color polish finish <u>As per Picture Provided</u>	20	
6	Coat Hanger.	Coat hanger made up of Solid Wood of Sheesham or Oak Wood with high quality Jacobean polish finish <u>As per picture provided</u>	2	Ţ

7	Bookshelf for offices.	Size: 72" x 36" x 20" D Base: Iron Frame of 16 Gauge Base for Bookshelf. MDF Lamination Shelves as per design with PVC Edging of 1mm with Machine Color as per choice of client <u>As per picture provided</u>	10	APNAFURNITURE.PK
8	Sofa 3- Seater.	High density quick recovery upholstery foam Premium quality faux leatherette upholstery Solid wood and plywood durable structure Wooden base Three-seater with arms sofa Foam shall be of Master Molty with 10 years warranty <u>As per picture provided</u>	20	
9	Office Chair Staff	High quality and ergonomic chair mechanism Elastomeric nylon mesh for back rest Pneumatic seat height adjustment High quality polyurethane nylon base with PU castor Wheels Fax Leatherette upholstery on seat Mesh back with leatherette upholstery on seat. Imported <u>As per picture provided</u>	20	
10	Office Table (Single)	Melamine coated lamination Sheet 1 mm PVC matching edge bending Table with Imported soft closing channels for drawers. Gliders for noiseless dragging. Hydraulic Hinges for cabinet doors Wire grommet	20	

11	Office Side Rack	Size: 47" W   18" D   26 H Spacious storage with three drawers, two small and one large open compartment for concealed and open storage. built-in PVC handles with a cut- out design and sleek profile for visual appeal.	15	
12	Almirah Wooden 02 Door	Size: 72" x 36" x 18" D Base: Iron Frame of 16 Gauge Base for Almirah. MDF Lamination Almira as per design with PVC Edging of 1mm Color as per choice of client With high quality hardware material used. <u>As per picture provided</u>	25	
13	Sofa 5- Seater	Standard Size (3+1+1) or (3+2) High density quick recovery upholstery foam Premium quality faux leatherette upholstery Solid wood and plywood durable structure Wooden base Three-seater with arms sofa Foam shall be of Master Molty with 10 years warranty <u>As per picture provided</u>	3	

14	Computer Tables	Size" 72" x 24" x 30" Computer table for 2 persons Base made of up of MS frame 16 Gauge with Powder coating of approved color. Provision of CPU Rack for 2 CPU made up of MS Frame 16 Gauge perforated (for Air circulation) with powder coating of approved color Top shall be of MDF Lamination Sheet 30mm Thick with provision of Cable management system. <u>As per picture provided</u>	100	
15	Computer Chair	LAB CHAIR High quality and ergonomic chair mechanism Fiber Seater and back with 3inch Foam with Fabric Padding Pneumatic seat height adjustment High quality polyurethane nylon base with PU castor Wheels <u>As per picture provided</u>	100	
16	Rostrum (With Mic, Keyboard sliding tray)	Standard Size Rostrum Structure made with MDF laminated board with high quality PVC edgings on all sides With shelves With One Mic & a Keyboard Tray <u>As per picture provided</u>	15	

17	Lab Stool	Lab Stool Base Material: Aluminum/steel or better Metal Castor: Movable Height: Adjustable hydraulic system Seat Material: Rugged polyurethane round seat Installed with footrest <u>As per picture provided</u>	450	33cm 60-80cm 46cm
18	Class Rooms Chair	Tablet Arm Chair Structure Frame made up of MS Pipe 16 Gauge with Approved color powder Coating With cushioned seat and back With tablet for working <u>As per picture provided</u>	400	A EVERPRITY WWW.epgz.com
19	White Board	8' x 4' wall mounted <u>As per picture provided</u>	12	
20	Reception Table Dice (5 piece)	Semi-circle for 04 persons) Surface material 25 mm thick made up of MDF Lamination sheet of approved color with best quality Hardware material used. <u>As per picture provided</u>	5	
21	Office Steel Almirah Glass Door	Size: 72" x 36" x 18" Iron Almirah made up of 20 Gauge minimum with glass as shown in pictures with hammer color Powder coating and quality hardware. <u>As per picture provided</u>	25	
22	Library furniture (Chairs)	Chair made of MS Pipe 16 Gauge with powder coating of approved color Seat and Back Padded with Master Molty Foam padded with Fabric or Leatherette <u>As per picture provided</u>	100	

23	Bookshelf for Library	Size: 72" x 36" x 20" D MDF Lamination Shelves as per design with PVC Edging of 1mm with Machine Color as per choice of client <u>As per picture provided</u>	6	
24	Operational Table	Moveable Table for Labs Size: 8ft x 2ft Made up of Stainless Steel 16 Guage frame with 2mm top with high quality argon welding With Teflon wheels for revolving.	50	
25	Half Dissection Table	Frame Size 72" x 30" x 36" (L x W x H) All Stainless-Steel Construction Top 18-gauge 304 Stainless Steel Dissection Table Stainless Steel Top: Drain Hole PVC Drain Wall Removable utility shelf to hold drain pail instruments in Stainless Steel 5" Wheel Brakes- Swivel Lock 1.5-inch x 1.5inch square pipe in Stainless Steel	8	
26	Full Dissection Tables	Frame Size 72" x 30" x 36" (L x W x H) All Stainless-Steel Construction Top 18-gauge 304 Stainless Steel Dissection Table Stainless Steel Top: Drain Hole PVC Drain Wall Removable utility shelf to hold drain pail instruments in Stainless Steel 5" Wheel Brakes- Swivel Lock 1.5-inch x 1.5inch square pipe in Stainless Steel	6	

27	Examinat ion Couch	Examination Couch 18 Gauge Mild Steel Construction Two Part Upholstery 3" High quality foam Head section adjustable using Manual Ratchet Epoxy Powder Coating Finish.	2	
28	Hospital Bed/patien t bed	FUNCTIONS & amp; FEATURES: Dargash Fully Electric Bed Offers 3 adjustable functions by the press of a button. Elevation of the Head & amp; Back to 0-85°. Knee rest adjustment 0-45°. Height adjustment: Can be Lowered to 17 inch and as High as 29 Inch excluding the mattress height. 5 Inch aluminum caster wheels with Safety locking system brake pedals for ease movement, even on carpeted surfaces. SIDE RAILS: folds smoothly along the Mattress with safety button click MEMORY FOAM MATTRESS: Our mattresses are designed with the latest technology to help prevent bedsores. Strategically placed pores in the upper layer of the mattress provide pressure relief and make movement easier. The second layer is made of top- quality memory foam for optimal comfort. With our unique incisions on the mattress underside, bed position adjustments are made easy. Our quality Hospital Beds and Mattress Are Approved and recommended to be used in Hospital or in-home care setting. SIZE, WEIGHT LIMITS: Overall bed dimensions is 82 x 40 x 17 – 29. The Sleeping surface is 75.8 x 35.43. Siderail	2	

height is 14" We bed iss 200 lbs. The lin operation of this bed is 550 lbs.	nit for safe	
ASSEMBLY: Bed of assembled, only castor screwed on.	-	
ADDITIONAL FEAT IV pole with 4 hooks 2 drain bag hooks Head footboard bumpers		

#### Note:

- 1. PAF-IAST may re-adjust the quantities within the total quantities specified against the specifications of same genre in any of the Lots.
- 2. The Bidder shall indicate in their offer,
  - a. detailed specifications of their offered product(s),
  - b. standard accessories,
  - c. make and origin, as part of confirming Compliance as per the format given in Form D.
- 3. The Unit Price, Total Bid Price, and Additional Warranty Price of the quoted items shall be indicated as per the given format in Form G.

#### Standard

- The goods supplied must be capable of functioning properly under the climatic conditions of Haripur.
- There shall be no deviation from specification and country of make as provided with each item. In case of any ambiguity in specification/ accessories needed for the full functioning of the equipment, the firm must clear it with the Procurement Committee. However, the decision of the Procurement Committee will be final.
- The goods with standard accessories supplied under this tender shall confirm to the standard maintenance in the technical specification.

#### Training

The firm supplying the item/ equipment(s) will demonstrate the operation/ working of the supplied goods to the satisfaction of PAF- IAST and provide training. Suppliers are advised to provide details on formal training for the LOT(s) covering aspects as mentioned below, but not limited to, as required in Form – E (Section 3).

		LOT(s)			
Level			5		
Basic	Demonstra	ate the operations/ working to end users; Identify the do's and don'ts; and			
	as	pects deem r	pects deem necessary for long-life functioning of supplied goods.		
Hands-on		Demonstrate technical features; Elaborate technical configuration(s)			
		performed for integration with the overall setup; Documented guidelines			
		for generating reports using software and/ or systems' interface			
Advanced		Provide trainings to Operators for troubleshooting and			
			smooth operations using system manuals		

#### Calibration of item/ equipment

• The supplier will install the good(s) in the presence and satisfaction of the Procurement Committee, if need be. In case of any defect in the supplied good(s) or if it is not in accordance with the desired specification(s), the goods will be changed at the cost of the supplier.

#### Warranty/ Guarantee

- The Supplier will give comprehensive onsite warranty/ guarantee that the goods/ stores/ articles would continue to conform to the description and quality as specified for a period of at least One (01) year from the date of delivery, installation and commissioning of the said goods/ stores/ articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods/ stores/ article, if during the aforesaid period, the said goods/ stores/ articles, be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Procurement Committee in that context will be final and conclusive), the PAF IAST will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/ articles/ stores will be at the supplier's risk and all the provisions relating to rejection of goods etc. shall apply.
- The Supplier shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Procurement Committee, otherwise the supplier shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Procurement Committee in that behalf under the contract or otherwise.

• The Supplier shall also replace equipment, in case it is found defective which cannot be put to operation due to manufacturing defect, etc. In case of equipment specified by the Procurement Committee, the supplier shall be responsible from carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The supplier shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of equipment whether under their annual maintenance and repairs contract or otherwise. In case of change of model, supplier will give sufficient notice to the Procurement Committee who may like to purchase spare parts from them to maintain the equipment in perfect condition.

This section serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

#### **Bid Proposal:**

Have	you duly completed all the Returnable Bidding Forms?	
	Form A: Bid Submission Form	
	Form B: Joint Venture/Consortium/ Association Information Form	
	Form C: Bidder Information Form	
	Form D: Qualification Form	
	Form E: Bid Proposal Form	
	Form F: Specifications Compliance Form	
	Form G: Price Schedule Form	
	e you provided the required documents to establish compliance with the uation criteria in Section 4?	

## Form A: Bid Submission Form

(To be Submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	PAFIAST/MDC/01/2025		

We, the undersigned, submit our Bid for the award of contract to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number]. We hereby submit our Bid, which includes this Bid proposal.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/ Consortium/ Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by any of the Government/ Semi-government/ Autonomous organization;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any Organization in Pakistan;
- c) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against us that could impair our operations in the foreseeable future;
- d) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the PAF: IAST, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the PAF: IAST.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/ or sanctioning by the PAF-IAST.

We offer to supply the goods and related services in conformity with the Bidding documents, including the PAF-IAST General Conditions of Contract and in accordance with the Schedule of Requirements and Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should PAF- IAST accept this Bid.

Name:	
Title:	
Date:	
Signature:	

[Stamp with official stamp of the Bidder]

## Form B: Joint Venture/ Consortium/ Association Information Form

(To be Submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	PAFIAST/MDC/01/2025		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner	
(with authority to bind the JV, Consortium,	
Association during the ITB process and, in	[Complete]
the event a Contract is awarded, during	
contract execution)	

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture

**OR** UJV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to PAF: IAST for the fulfillment of the provisions of the Contract.

Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:
Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:

## Form C: Bidder Information Form

(To be Submitted in an envelope duly sealed and marked as Technical Proposal)

Legal name of Bidder	[Complete]
Legal address & Branch Offices	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a PAF – IAST registered vendor?	□ Yes □ No If yes, [insert PAF- IAST vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
No. of Technical Staff	
<b>Quality Assurance Certification (e.g.</b> <b>ISO 9000 or Equivalent)</b> (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies, education, vocational trainings, social responsibility towards people with Special needs, or membership of trade institutions promoting such issues	[Complete]
Contact person that PAF: IAST may contact for requests for clarifications during Bid evaluation (Only Lead Bidder)	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

Please attach the following documents:	1.	Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/ or services being procured.
	2.	Proposed timetable for delivery, installation and commissioning plan for the required and quoted items to PAF – IAST after the award of Contract.
	3.	Certificate of Registration of the business.
	4.	Principal's Authorization Letter in favor of Bidder to participate in this Tender.
	5.	A proofing document confirms the offered warranty for at least One (01) year, supported by the manufacturer's certificates, if applicable.
	6.	A proofing document confirming supply of same or similar items of this magnitude to various clients/ customers in Pakistan.
	7.	Proven records of no less than the required Projects of similar nature/ value/ complexity in which delivery and services were extended.
	8.	Full detailed description of the specifications of the proposed items in addition to catalogues clearly showing the proposed specifications responding to the requirements.
	9.	Supporting photos of the proposed items.
	10.	Quality certifications: ISO 9001:2015 (if applicable)
	11.	Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past (3 years).

Note: To be filled in by each partner in case Bid is submitted as a JV/ Consortium/ Association

## Form D: Qualification Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	PAFIAST/MDC/01/2025		

If JV/ Consortium/ Association, to be completed by each partner.

## **Previous Relevant Experience**

Please list all Projects successfully completed in the last 3 years, covering following aspects;

- a) Scope of the projects/ assignments.
- b) Activities performed for the successful completion of the project.
- c) Support Services Contracts in hand with SLA for the supplied goods.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/ JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by PAF- IAST.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

## **History of Non-Performing Contracts**

□ Non-pe	rforming contracts di	d not occur during the last 3 years	
□ Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	<b>Total Contract Amount</b> (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

## **Financial Standing**

Annual Turnover for the last 3 years	Year	PKR
	Year	PKR
	Year	PKR

<b>Financial information</b> (in PKR equivalent)	Historic information for the last 3 years			
	Year 1	Year 2	Year 3	
	Inf	ormation from Balance She	eet	
Total Assets (TA)				
Total Liabilities (TL)				
Current Assets (CA)				
Current Liabilities (CL)				
	Infor	mation from Income Stater	ment	
Total / Gross Revenue (TR)				
Profits Before Taxes (PBT)				
Net Profit				
Current Ratio				

□ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## Form E: Technical Proposal Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	PAFIAST/MDC/01/2025		

The Bidder's Bid should be organized to follow this format of the Technical Bid Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same may be viewed as non-responsive.

#### **SECTION 1: Qualification, capacity and expertise**

- 1.1 Bidder's general organizational capability: management structure, financial stability and project financing capacity, project management controls, extent of work to be subcontracted (if so, provide details).
- 1.2 Bidder's relevance of specialized knowledge and experience on similar engagements done in the region/ country. Bidder should submit a detailed description of the projects executed (quantities, value, beneficiary)
- 1.3 Manufacturer's strengths covering the regional/ global market presence, hi-tech products portfolio, manufacturing capacity, R&D activities resulting in national and international patents, quality control and assurance practices, and international certifications in relevant areas.

#### **SECTION 2: Management Structure and Key Personnel**

- 2.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of project describing relationship of key positions and designations.
- 2.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to scope of goods and/or services.

Name of Personnel	[Insert]
Position	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Qualifications	[Insert]
	[Provide details of professional certifications relevant to the scope of goods and/or services]
Professional certifications	<ul> <li>Name of institution: [Insert]</li> <li>Date of certification: [Insert]</li> </ul>
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position and location of employment.
•	[Insert]

### Format for CV of Proposed Key Personnel

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

# Signature of Personnel Date SECTION 3: Scope of Supply, Technical Specifications and Training(s)

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 3.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 3.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 3.3 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 3.4 Details on post-deployment trainings on-site hands-on training for LOT # 2

### SECTION 4: Registration & Certifications

This section should demonstrate the Bidder's responsiveness towards its registration with the relevant national body and international organizations Certifying the bidder's qualifications with respect to Quality and Project Management.

- 4.1 Provide a copy of valid registration with the Pakistan Engineering Council (if applicable).
- 4.2 Provide a copy of valid Certificate issued by International Organization for Standardization certifying the bidder's compliance and practices towards quality management principles and standards in their offered products/ solutions and services.
- 4.3 Provide a copy of valid Certificate issued by International Organization for Standardization certifying the bidder's compliance and practices towards information security management principles and standards in their offered products/ solutions and services.

### **SECTION 5: Warranty and Support Services**

This section should demonstrate the Bidder's responsiveness to the post-commissioning warranty and support services of the goods supplied, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements. All important aspects should be addressed in sufficient detail.

- 5.1 A detailed description of how the Bidder will provide the Warranty claims to the users, keeping in mind the span and complexity of the project in context of local conditions and project environment.
- 5.2 Explain whether any services or work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 5.3 Details how the post-delivery/ deployment Support Services will be provided to the users keeping in consideration the criticality of IT systems, and dependency of university administration and operations on such systems.

## Form F: Specifications Compliance Form

(To be submitted in an envelope duly sealed and marked as Technical Proposal)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	PAFIAST/MDC/01/2025		

The Bidder's Bid should be organized to follow this format of the Technical Bid Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same may be viewed as non-responsive.

	Your response Compliance with specifications		
<b>Goods and services to be Supplied</b> (based on the <b>Technical Specifications</b> provided in Section 5a & Section 5b)	<b>Comply</b> (Yes/ No) (If No, indicate discrepancies)	Quoted Specifications	Type/ Model no. & Country of Origin
Required Items		Offered Items	
LOT #1:			
Specification #1			
Specification #2		(Bidders are required to attac	
Specification #3		Compliance Comparison Sheet supported by Product Data Sheet against the Specifications provided in Section – 5)	
Specification #4			
Specification #5			

## Form G: Price Schedule Form

(To be Submitted in a separate and sealed envelope duly marked as Financial Proposal)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	PAFIAST/MDC/01/2025		

[The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided.]

We, the <<Name of Bidder>>, hereby submit our Financial Bid for the Supply of Items as below. We assure you of our full compliance to the required specifications, delivery schedule and other terms without any deviation and/ or reservations. We reiterate our acceptance to the terms and conditions of the RFP. Our Financial proposal as below is submitted for your kind consideration;

Quoted Items in compliance to the Technical Specifications as referred in Section – 5a and Section – 5b		Quantity	<b>Unit Price</b>	GST	Total
		(a)	[in Rs.]	[in Rs.]	Price
			(b)	(c)	[in Rs.]
					d=a*[b+c]
LOT #1	LOT #1:				
1	Items				

### **Extended Warranty Price (at discretion of PAF-IAST)**

Annual Warranty & Support Services beyond Standard	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
Warranty of the Quoted Items	(in PKR)	(in PKR)	(in PKR)
LOT #1:			
1			
LOT #2:			
1			

Total Bid Value in Figures (including Extended Warranty Price):

Total Bid Value in words (including Extended Warranty Price):\_\_\_\_\_

Name & Designation of Authorized Person:

Signature: \_\_\_\_\_(Please affix company stamp here)
Note: Quoted price must be inclusive of all taxes and duties.

## Annex – I: Integrity Pact

The Bidders will be required to submit the below text on stamp paper after filling in the details and duly signed as well as stamped, as part of their Technical Proposal.

## DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY THE SUPPLIER OF GOODS, SERVICES & WORK IN CONTRACTS WORTH RS. 10.0 MILLION OR MORE

(To be filled by the bidder as a part of technical proposal)

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Value:

Contract Title:

hereby declare that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business partner.

Without limiting the generality of the forgoing, \_\_\_\_\_\_\_represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any nature or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatever from GoP, except that which has been expressly declared pursuant hereto.

\_\_\_\_\_\_certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

\_\_\_\_\_\_accept full responsibility and strict liability for making any false declaration, not making full discloser, 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, \_\_\_\_\_\_agrees to identify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by \_\_\_\_\_\_as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.

[Buyer] [Seller / Supplier]

# Annex – II: Draft Contract Sample

Available at PAF: IAST website at <u>http://www.paf-iast.edu.pk/downloads</u>