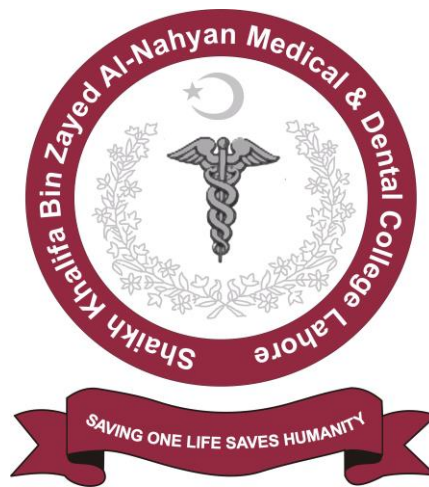


SHAIKH KHALIFA BIN ZAYED AL-NAHYAN MEDICAL & DENTAL COLLEGE, LAHORE.



TENDER DOCUMENTS

FOR

SUPPLY OF HARDWARE ITEMS

Of

**Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental
College, Shaikh Zayed Medical Complex,
Lahore.**

Phone: - 0302-1140423 & 0323-4395476

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PROFILE OF THE BIDDER

NAME OF CONTRACTOR

ADDRESS

MOBILE NUMBER OR OFFICE NUMBER

CNIC NUMBER/COPY

NTN NUMBER

GST NUMBER

TOTAL COST OF TENDER

Bid Security of Lot wise Rs. 34,000/- & Rs.28000

CDR Number Lot wise _____

SIGNATURE OF CONTRACTOR

SALIENT FEATURES OF THE CONTRACT

Date of issue of tender	
Tender Enquiry	Supply for Hardware Items FY-2024-25
Tender Price	Rs. 2,000/- (Non-Refundable)
Place of issuance of tender	Accounts Office, Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental College, Lahore
Place of submission of tender	Principal Office, Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental College, Lahore
Last date and time for submission of tender bid	Date:- 10-07-2024 Time: 11:00 A.M
Date and time for opening the tender for Technical Proposal Bids.	Date:- 10-07-2024 Time: 11:30 A.M
Place of tender opening	Conference Room 1 st Floor, Shaikh Zayed Hospital, Lahore.
Amount of earnest money in the form of Demand Draft/Pay Order drawn on any scheduled bank.	Rs. 34,000/- & Rs.28,000/-
Date of commencement	Within 10 days of issue of letter of award.
Bid Process	Single Stage Two Envelopes Bidding Proceeding
Time for completion of the works/supply	45 days from issuance the letter of supply order
Period within which formal agreement shall be accepted by the bidder from date of issue of tender of indent.	12 days
Validity of tender	One Year from the date of the tender opening.
Bid validity period	180 Days

❖ GENERAL INSTRUCTIONS

1. INSTRUCTIONS FOR BIDDERS (TERMS & CONDITIONS):-

The Contractor, Firms & Companies shall be issued the tender documents on payment of Rs.2,000/- (Rupees Two Thousand Only) non-refundable. Tender Documents will be issued from Accounts Office, Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental College, Lahore on any working day within office hours from 8:00 A.M to 3:00 P.M and only on Friday 8:00 A.M to 12:00 P.M.

A- PREPARATION OF THE TENDERS

1- **Introduction**

1.1 The purpose of these instructions is to provide the Bidders with the necessary information and instructions to enable them to prepare and submit their tender in a coordinated manner and to establish the procedure to be followed up to the time when the contract is awarded.

1.2 Tenders shall be prepared at the Tenderers own cost and must be submitted on the attached prescribed form of Tender. All pages of the Tender Document must be signed and stamped by the Tenderers. The preparation of the tender document and any correspondence in connection with the tender documents should be in English language.

1.3 Any offer/bid not received as per terms & conditions of the Tender. No offer shall be considered if:-

- Received without earnest money of Lot#1 Rs. 34,000/- & Lot#2 Rs.28,000/-
- It is received after the time and date fixed for its receipt.
- The offer is ambiguous.
- The offer is received by fax or e-mail.
- The offer is received from a blacklisted firm.
- The offer is not conforming to specification indicated in the tender document.
- Any conditional offer.
- The cover envelope without particular tender name, tender date.
- The envelope without properly sealed.

2. COST OF BIDDING: -

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

NOTE: List of required items with specifications is attached in Annexure-04

3. ELIGIBLE BIDDERS:-

3.1 This invitation for bids is open to all original firms/Bidders/companies in Pakistan.

3.2 The bidders should be submitted a certificate that bidder is not any/under a corrupt and fraudulent practices with government (Federal, Provincial) or local body or a public sector organization.

4. ELIGIBLE GOODS:-

All Goods (Supply for Hardware Items) to be supplied under this contract shall be of the specifications as required under these Tender (Bidding) documents.

5. SCOPE OF BID:-

5.1 Shaikh Khalifa Bin Zayed Al-Nahyan Medical College, Lahore (hereinafter called the “Employer”) wishes to receive Request for Proposals (Bids) for the scope of Goods/s which include, but shall not be limited to **Supply for Hardware items.**

5.2 A detailed scope of procurement (**Supply for Hardware items**) has been described elsewhere in these documents. The successful Bidder will be expected to supply the required Hardware Items and complete the Work **within the stipulated period (Described in Section “Delivery Time / Completion Schedule” of the Bidding Documents) after receipt of the Letter of Acceptance (Supply/Work Order) by the successful Bidder,** as specified in these Bidding Documents.

6. AMENDMENT IN BIDDING DOCUMENTS:-

6.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.

6.2 All prospective bidders that have received/purchased the bidding documents shall be notified of the amendment in writing, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

7. CLARIFICATION OF BIDDING DOCUMENTS:-

A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing or by fax at the address as provided under the Tender Notice (Invitation to Bid). Employer will examine the request for clarification of the Bidding Documents which it receives not later than three (3) days prior to the deadline for the submission of bids and if needed will issue the clarification / amendment of the Bidding Documents (without identifying the source of enquiry) to all prospective Bidders who have obtained the Bidding Documents

8. QUALIFICATION AND DISQUALIFICATION OF BIDDERS:-

8.1 In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

8.2 An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidders capabilities to perform satisfactorily.

8.3 The Procuring Agency, at any stage of the Procurement proceedings, having credible reasons for or prima facie evidence of any defect in supplier capacities may require the suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.

8.4 The Procuring Agency, to take action without prejudice, to avail any other remedy or for breach of contract, a written notice shall be issued to the defaulter supplier. If the supplier failed to delivery/goods/works/Items as per contract within stipulated time period and failed to perform any other obligation under the contract and if the supplier engaged in any corrupt or fraudulent practices, the Procuring Agency has to right, at any stage, to terminate/disqualify the contract.

8.5 The Procuring Agency shall disqualify any bidder if it finds, at any time, that the information submitted by him concerning his qualification as supplier was false and materially inaccurate or incomplete.

8.6 After disqualified of the bidder, the Procuring Agency shall announce with a notification as such rejection of the bidder's bid and Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that bidder capability to perform satisfactorily.

9. BLACKLISTING:-

9.1 The Procuring Agency, at any stage can blacklist the bidder, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or Fraudulent practices as per **Rule-19 of PPR-2004 (Amended)**.

9.2 The Procuring Agency shall give an opportunity of hearing with the notification, with recorded reasons to the bidders before such passed the orders.

❖ PREPRARATION OF BIDS

10. BID FORM AND PRICE SCHEDULE:-

The Bidder shall complete the Bid Form and an appropriate Price Schedule furnish in bidding documents (Annex-2 & 4 Form), indicating the goods/works/items to be supply, a brief description of the goods/works/items, specification, Taxes, quantity, Prices.

11. VALIDITY PERIOD OF THE BID:-

11.1 Validity period of the bids shall be 180 days.

11.2 In exceptional circumstances, the committee may ask the Bidders for an extension of the period of validity as per Rule-26 of PPR 2004 (amended). The request and the responses shall be made in writing. A bidder accepting the request will neither be required nor permitted to modify its tender.

12. LATE BIDS:-

Bidder will be responsible for ensuring that his / her bid is submitted in accordance with the instructions stated herein. Any bid not submitted by the deadline prescribed for submission of bid will not be considered even if it became late as a result of circumstances beyond the bidder's control.

13. LANGUAGE OF BID: -

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

14. **EARNEST MONEY/BID SECURITY:-**

Each tender must be accompanied by an earnest money of Rs. 34,000/- & Rs. 28,000/-. Earnest money shall be in favor of the Principal Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental College, Lahore in the form of Demand Draft/Pay Order drawn on any schedule Bank.

NOTE: - Cheque and / or cash will not be accepted.
The Earnest Money of unsuccessful bidders shall be returned:
After Delivery of supplies/goods/items from the successful bidder or
if all the bids are rejected after such rejection or
Thirty (30) Days from the date of opening the bids.

The Earnest money of the successful bidder shall be returned after completion of supply/goods/items of agreement/contract, If the bidder to whom the contract is awarded refuses or neglect to issue policy, neglects to execute the whole Agreement/some items or fail to, the amount of Earnest money will be forfeited.

15. **BID PRICE: -**

15.1 The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods/items, it proposes to supply under the contract.

15.2 Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration/correction must be initialed. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red / yellow marker.

15.3 The bidder should quote the prices of Goods/ Items according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of Hardware Items, different from the demand of bid enquiry, shall straightway be rejected.

15.4 The bidder is required to offer competitive price. All prices must include all taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties.

15.5 Form of price schedule is to be filled in very carefully, should be typed form including GST (Without GST/handwritten no document will be entertained). Every page is to be signed and stamped at the bottom. An affidavit will be provided stating that his/her firm/company is not blacklisted by PPRA or any department on stamp paper.

15.6 The bidder is bond to put/submit the rates of each items lot wise. The Lot wise lowest bidders shall be awarded the contract. In case of missing rates of any item in the lot, the rate of item will be considered as zero and bidder will be bound to supply said items free of cost.

15.7 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.

15.8 While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

15.9 Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

16. **BID CURRENCY: -**

Prices shall be quoted in Pak Rupees.

❖ **METHOD OF BIDDING (SINGLE STAGE TWO ENVELOPS BIDDING PROCEDURE)**

AS PER RULE NO. 36 (B) PPR 2004 (AMENDED) SINGLE STAGE TWO ENVELOPE PROCEDURES SHALL BE FOLLOWED.

The bid shall be a single package consisting of two separate envelopes, containing separately the Financial and Technical proposals.

- ❖ The envelope shall be marked as “Technical Proposal” and “Financial Proposal”. In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the Procuring Agency.

17. TECHNICAL EVALUATION CRITERIA FOR SCORING:-

17.1 For the purpose of determining the lowest evaluation bid, facts other than price such as previous performances, previous experiences, financial soundness and such other details of the company.

17.2 The discretion, may consider appropriate shall be taken into consideration. The following merit point system for weighing Evaluation factors / criteria shall be applied for the TECHNICAL PORPOSAL. The numbers of points allocated to each factor shall be specified the Technical Evaluation Report.

17.3 The Financial bids of technically accepted bidders will be opened publically at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective bidder.

Sr. #	Parameters	Marks	Company Name	Remarks
1.	Company Profile:-			
	i) Certificate of Registration	10		(Compulsory)
	ii) NTN Registration	05		
	iii) Professional Tax Certificate	05		
iv) Sale Tax Certificate	10			
2.	Experience:- Provide at least last 05 years' experience of supply for Hardware or items with work order.	15		(Compulsory)
3.	Financial Soundness of the Firm :- Bank Statement for last One year with Transactions up to 02 Million minimum.	15		(Compulsory)
4.	Affidavit on Stamp Paper as per (Annexure-03)	15		(Compulsory)
5.	Bidder should be give Authorized/Dealership/ownership certificate of concerned brand/company	10		(Compulsory)

6.	Copy of CDR (Rs. 34,000/- & Rs. 28,000/-) Estimated Cost/Bid Price with Technical & Original CDR with attached will be Financial Bid.	15		(Compulsory)
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Total Marks = 100

QUALIFYING MARKS: - 80

**PRINCIPAL
(SKZMDC, LAHORE)**

17.4 The list of technical staff along with their relative experience and certificate of credentials must be provided along with the bid.

17.5 A technically eligible bidder / vendor, based on conditions listed in this document, not providing the verifiable proof will be rejected in Technical Evaluation, and its sealed / unopened Financial Proposal shall be returned back.

17.6 The bidders / vendors who have duly compiled with the Eligibility / Qualification and Evaluation Criteria will be eligible for further processing.

17.7 100% complete information according to the bid evaluation criteria provided by the firm will get maximum marks. The information provided by the firm should be relevant, concise and to the point as per bid evaluation criteria, unnecessary documentation will have a negative impact.

17.8 After technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their technical proposal, and shall notify those bidders whose proposal did not meet the minimum qualifying mark or were considered non-responsive, that their financial proposals shall be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing bidders that have secured the minimum qualifying marks, the date, time and location for opening the financial proposals. Bidders' attendance at the opening of financial proposals is optional.

17.9 The Eligible / Technically Qualified Bidders / Vendors will be considered for further evaluation.

17.10 Financial proposals shall be opened publicly in the presence of the bidders or their representatives who choose to attend. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying marks shall then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened and the quoted price read aloud and recorded.

18. ANNOUNCEMENT OF TECHNICAL EVALUATION REPORT:-

As per Rule 35 of PPR-2004 (amended) 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 and all the bidders shall be informed of this.

19. REJECTION AND ACCEPTANCE OF THE TENDER/BID:-

19.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under PPR Rules 2004 (amended) without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.

19.2 The Tender / bid shall be rejected if:

- 19.3 It is substantially non-responsive; or
- 19.4 The bidder does not meet any of the mandatory criteria mentioned in Clause No. 17; or
- 19.5 It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 17; or
- 19.6 The bid is incomplete, partial, conditional, alternative, late; or
- 19.7 The bidder does not attach Bid Security in Shape of CDR; or
- 19.8 The bid security is not attached or it is less than the required amount; or
- 19.9 The Bidder submits more than one Bids against one Tender; or
- 19.10 The Bidder tries to influence the Tender evaluation / Contract award; or
- 19.11 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
- 19.12 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
- 19.13 The Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.

20. RE-BIDDING: -

- 20.1 If the Procuring Agency rejects all bids that it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.
- 20.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

21. CLARIFICATION, INTERPRETATIONS:-

- 21.1 Any information, clarifications, interpretations sought by the intending Bidders(s) must be referred to the Principal, Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental College, Lahore in writing not later than six days prior to the date of submission of tenders, who will issue necessary interactions in writing to all Bidders simultaneously, which will become a part of the contract.
- 21.2 The Bidders shall sign copies of all such agenda and submit them together with the tender documents and tender drawings. Verbal discussions shall not be considered binding. No extension in the closing date shall be demanded on account of any such clarification and/or interpretation having been received late.

22. AWARD OF CONTRACT:-

The bidder with most advantageous bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the contract, within the original or extended period of bid validity.

23. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD.

The Procuring Agency reserves the right to increase or decrease, the quantity of goods/supply/works/ items originally specified in the Price Schedule/bill of quantity and Schedule of Requirements without any change in unit price or other terms and conditions prior to award of contract or after the award of contracts but such increase or decrease shall not be more than **15%** of the contract cost.

24. SIGNING OF CONTRACT: -

- 24.1 At the same time the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send to the bidder the **Contract Form** provided in the bidding documents, incorporating all agreements between the Parties.

24.2 Within **07 days** of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract. The Procuring Agency shall issue Purchase/Supply/Work Order on the same date of signing of Contract after ensuring the submission Bank Security/Earnest Money for execution of the Contract by the Contractor. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract/refuse/accept the contract, then their Bid Security/Earnest Money shall be forfeited and the firm shall be blacklisted minimum for two years for future participation. In such situation the procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

24.3 **The Contract is to be made on Stamp Paper worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the Contract, under Section 22 (A) (B) of Schedule 1 of Stamp Duty Act, 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.**

25. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY:-

25.1 The procuring agency shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

25.2 Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the Grievance Redressal Committee (GRC) well before the proposal submission deadline.

25.3 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 within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

25.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

25.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.

25.6 The GRC shall investigate and decide upon the complaint within ten days of its receipt.

25.7 Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.

❖ GENERAL CONDITIONS OF CONTRACT

26. CONTRACT DOCUMENTS AND INFORMATION:-

26.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the contract, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring agency in connection therewith to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

26.2 Any documents, other than the contract itself, enumerated in general terms and condition, shall remain the property of the Procuring Agency and shall be returned (all copies) to the procuring agency on completion of the supplier's performance under the contract if so required by the procuring agency.

26.3 In case of requirement, Procuring Agency/Technical Evaluation Committee may inspect the premises of bidder to inspect the Technical and Managerial Capability/setup for ensuring proper after sales services.

27. SUBMISSION OF SAMPLES: -

1. The samples (**Supply of Hardware Items**) shall be submitted 1st lowest bidder (as per BOQ Specification) and approved from Technical Evaluation Committee, Shaikh Zayed Medical Complex, Lahore.
2. After Letter of Acceptance (LOA) the bidder may be asked to provide sample of the each item free of charge for verification of quality and conformance to the specifications, before award of contract / purchase order.
3. The Committee may cancel Letter of Acceptance LOA if the sample provided by the bidder is of low quality and not matched or not as per specifications given in the bidding documents;

28. INSPECTION OF SAMPLES/SUPPLY:-

28.1 The Procuring Agency or its representative shall have the right to inspect and/ or to confirm their conformity to the contract specifications at no extra cost to the Procuring Agency. The Procuring Agency can also right to physical examination/inspection for supply/goods/items in accordance before the approved sample and after receiving supply as decided by the Procuring Agency.

28.2 The Procuring Agency may extended the period **up to 01 month for supply of goods/works/items** after receiving the application from bidders with the remarks/reasons/justification.

29. TERMINATION FOR INSOLVENCY (BANKRUPT):-

The Procuring Agency may at any time terminate the contract by giving written notice of 01 month time to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall be accrue thereafter to parties.

30. INCIDENTAL SERVICES/CHARGES:-

The Procuring Agency will not pay any extra amount against any expenditure as incidental services incurred on it as the contract shall be fixed amount contract and include all costs. The Procuring Agency will provide all necessary documents/specification for facilitation but no amount to be given in any case except the contracted amount.

31. ALTERATION IN TENDERS:-

31.1 No alteration shall be made in the form of tenders or the accompanying documents and in case such alteration is made or the bill of quantities (BOQ) is not properly filled in, or the instructions are not fully complied, the tender may be rejected.

31.2 Accept where otherwise specified the rates quoted in the tender shall be composite as per details in BOQ and the correspondence specification and shall be comprehensive including all taxes, duties, other inputs, all incidental charges, overheads, labour, tools, plants, equipment, transport and profits etc.

31.3 The rates shall be quoted in both words and figures, in case of any discrepancy in the quoted figures and words, the rates shall be taken correct. In the event of there being a discrepancy between the unit rate and the total amount entered for any time in the bid sheet, the rate will be taken as correct and the total amount will be adjusted accordingly when the tender is being examined.

32. SUBMISSION OF TENDER:-

32.1 Tenders should be submitted strictly accordingly to the items specifications & conditions mentioned in this Tender Document. Conditional tenders will not be accepted.

32.2 The completed tenders shall be enclosed in the self-addressed envelope provided for this purpose. The envelope should be properly sealed and filled out with the Bidder's Name and Address and delivered in person/registered mail to the following address:-

PRINCIPAL

Shaikh Khalifa Bin Zayed Al-Nahyan
Medical & Dental College, Lahore.

33. CONFIDENTIAL:-

All receipts of these documents for the purpose of submitting a tender (whether they submit a tender or not) shall treat the detail of these documents as private and confidential. All specifications, and other documents supplied by the Employer for the bidding purpose shall be returned with the tender bid. Bidders unable to bid shall also return the same on the date of opening to the tender.

34. ARBITARTION AND RESOLUTION OF DISPUTES.

34.1 The Procuring Agency may resolve after coming disputes between the parties to the contract through arbitration/mediation.

34.2 If, after **30 days** from the commencement of such informal negotiations, the Procuring Agency and the supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

34.3 In case of any dispute concerning the interpretation and/ or application of this contract shall be settled through arbitration. The Arbitrator will be appointed with mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

35. INSPECTION AND TESTS: -

35.1 The Technical Evaluation Committee will verify that the Supply of Hardware Items for SKZMDC are legally imported and its bidder's responsibility to provide documentary proof for that.

35.2 The Technical Evaluation Committee shall inspect the Supply of Hardware Items for SKZMDC supplied, under the contract / purchase order to verify their conformity to the technical specifications. After the inspection or test if the Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the 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 the SKZMDC.

36. RATES:-

Accept where otherwise specified the rates quoted in the tender shall be composite as per details in BOQ. The rates shall be quoted in both words and figures, in case of any discrepancy in the quoted figures and words, the rates shall be taken correct. In the event of there being a discrepancy between the unit rate and the total amount entered for any time in the bid sheet, the rate will be taken as correct and the total amount will be adjusted accordingly when the tender is being examined.

37. GENERAL TERMS AND CONDITIONS:-

- 37.1 In this contract the following General terms & Conditions shall be interpreted as indicated.
- 37.2 Invitation for sealed tender bids on complete supply/Hardware/items rates is invited from the reputed, Sales tax and Income tax registered firms/Companies & Bidders.
- 37.3 “The contract” means the agreement entered into between the procuring Agency and supplier, as mentioned in tender documents and **PPR Rules 2004 (Amended)**.
- 37.4 The contract price means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- 37.5 "Goods" means **Supply of Hardware items** or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 37.6 “The Procuring Agency” means the Principal of SKZMDC or the procuring agency advertised the tender.
- 37.7 **The process of the tender shall be single stage two envelopes method (Technical & Financial bids) as per Procurement Rule No. 36(b) PPR-2004 (Amended).**
- 37.8 Rate shall be quoted on financial proposals/bids documents.
- 37.9 The quantities mentioned in the Bill of Quantities/Price Schedule are estimated and the Employer has full right to delete/reject any/whole items in full or part without assigning reason. However, any change/difference in measurements/quantities will be adjusted in payments accordingly.
- 37.10 **The Procuring Agency shall reserve the right to increase or decrease the quantity of goods/ Hardware items not more than 15% of the Contract cost.**
- 37.11 **The bidder is bound to put / submit the rates of each item lot wise. The Lot wise lowest bidders shall be awarded the contract. In case of missing rates of any item in the lot, the rate of item will be considered as zero and bidder will be bound to supply said item free of cost.**
- 37.12 **The bidder will invariably provide warranty / guarantee of spare and consumables.**
- 37.13 After Letter of Acceptance (LOA) the bidder may be asked to provide sample of the each item free of charge for verification of quality and conformance to the specifications, before award of contract / purchase order.
- 37.14 The Committee may cancel Letter of Acceptance LOA if the sample provided by the bidder is of low quality and not matched or not as per specifications given in the bidding documents.
- 37.15 The Committee shall have the right to inspect and / or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order. The representative of Purchase Cell will witness the inspection (where so required).
- 37.16 Should any inspected or tested goods fail to conform to the specifications the Committee shall reject them and bidder shall replace the rejected goods.
- 37.17 All the Hardware Items supplied must conform to the specifications and samples.
- 37.18 All taxes shall be deducted from bill according to the **Federal Government Rules**.
- 37.19 Tender accompanied by a Bank Draft / Pay Order of Rs. 34,000/- & Rs. 28,000/- for **Supply of Hardware Items** in the name of Principal, Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental College, Lahore as earnest money shall reach the undersigned on or before **10-07-2024 till 11:00 A.M.** The Technical proposals will be opened on the same day at **11:30 A.M.**
- 37.20 In case of late delivery of supply/goods/Hardware/items beyond the time period specified, a penalty of **0.067 %** per day will be charged from the bidder’s bill on late delivery of supply/Hardware/goods/ Items and **2 %** per month will be charged from the bidder’s bill on non-supplied items.
- 37.21 If the Bidders’s to whom the contract is awarded, refuses or neglect to execute the whole agreement/ contract/ some items agreement or fail to execute the supply/work order fully/completed, the amount of earnest money will be forfeited and purchase will be made further **2nd lowest bidder**.
- 37.22 **The Contract is to be made on Stamp Paper worth of Rs. @ 25 paise per every one hundred rupees of the total value of the Contract, under Section 22 (A) (B) of Schedule 1 of Stamp Duty Act, 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No. JAW/HD/8-21/77 (PG) dated 1st January, 2014.**
- 37.23 **10% Performance Guarantee/Security will be deducted from your bill/supply order for one year as a security for supply of Hardware items.**

- 37.23 **Form of price schedule is to be filled in very carefully, should be typed form including GST (Without GST/handwritten no document will be entertained). Every page is to be signed and stamped at the bottom. An affidavit will be provided stating that his/her firm/company is not blacklisted by PPRA or any department on stamp paper.**
- 37.24 The items / goods shall be supplied strictly in accordance with the specifications mentioned in the purchase / work order. In case the firm / bidder is held responsible for supplying the goods which fall below the standard specified in the purchase order, the firm / bidder shall be blacklisted and barred from participation in future tenders or fined or both. The SKZMDC reserves the right to impose any amount of penalty and / or forfeit the bid security / performance security.
- 37.25 **Evaluation/Comparison will be carried out on one-lot-package/cumulative basis.**
- 37.26 The Principal, SKZMDC reserves the right to accept or reject any or all offers with assigning reason as per **Procurement Rules No.33 PPR-2004 (amended).**
- 37.27 Above these General Terms & Conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

38. ESSENTIAL DOCUMENTS TO BE

ENCLOSED WITH TENDER DOCUMENTS

- ◆ The contractor firms required to provide their NTN Number, Sale Tax Certificate and Professional Tax Certificate.
- ◆ Certificate of Registration of Firm/Company.
- ◆ Bank Statement at least three years.
- ◆ The contractor will provide evidence of physical existence of the office premises/staff of their individual company/firm.
- ◆ Authority letter must be attached by firm.

PRINCIPAL

(SKZMDC, Lahore)

.....

ACCEPTANCE

I ACCEPT AND WILL ABIDE BY THE ABOVE TERMS OF CONTRACT.

(Signature of Contractor)

M/s

(Annexure-1)

CONTRACT FORM

(On stamp paper worth Rs. @ 25 paisa per every one hundred rupees of the total value of the contract)

This Contract is made at on day of 2024, between the (hereinafter referred to as the “Procuring Agency”) of the First part: and M/s (firm name) a firm having its registered office at (address of the firm) (hereinafter called the “supplier”) of the Second Part (hereinafter referred to individually as “Party” and collectively as the “Parties”).

Whereas the Procuring Agency invited bids for procurement of goods, in pursuance of (M/s firm name) being the Bidders/Contractors/Firms/Companies of items (s) ; and whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (item name) and services in the sum of Rs. (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs. (amount in figures and words) for fee delivery items and/or unit price _____ for the total price _____ of the items of CIF portion for establishing the LC.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this contract words and expressions shall have the same meanings as are respectively assigned to them in the general Condition of this Contract hereinafter referred to as “Contract”:
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. The price Schedule submitted by the Bidder,
 - b. The Schedule of requirements;
 - c. The Technical Specification;
 - d. The General Condition of Contract;
 - e. The Special Condition of Contract;
 - f. The Procuring Agency’s Notification of Award;
 - g. The Scope of Work;
 - h. The Contract; and
 - i. The Bid & its Clarifications.
 - j. The Contract Specifications (attached as annexure)
 - k. Any undertaking Provided by the Firm
3. In consideration of the payments to be made by the procuring Agency to the Bidders/ Firms/Companies as hereinafter mentioned, the Bidders/ Firms/Companies hereby covenants with the Procuring Agency to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the supplier in consideration of the provision of the Goods/works/items and the remedying of defects therein, the contract price of such other sum as may

become payable under the provision of this Contract at the time and in the manner prescribed by this Contract.

5. (The Bidders/ Firms/Companies) hereby declares that it has not obtained or induced the procurement of any Contract, rights, interest, privilege or other obligation or benefit from Federal Government of the Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Federal Government of the Pakistan) through any corrupt business practice.
6. Without limiting the generality of the foregoing (the Bidders/ Firms/Companies) represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to given and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural 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 describe as consultant fee or otherwise, with the object of obtaining or including the procurement of the contract, right interest, privilege or other obligation or benefit in whatsoever form Federal Government of the Pakistan, except that which has been expressly declared pursuant hereto.
7. The Bidders/ Firms/Companies certifies that has made and shall make full disclosure of all agreements and agreements with all persons in respect of or related to the transaction with the Federal Government of the Pakistan and has not taken any action or shall not take any action to circumvent the above declaration, representation.
8. The Bidders/ Firms/Companies accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation. 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 Federal Government of the Pakistan under any law, contract or other instrument, be void able at the option of Federal Government of the Pakistan.
9. Notwithstanding any rights and remedies exercised by Federal Government of the Pakistan in this regard, The Bidders/ Firms/Companies agrees to indemnify Federal Government of the Pakistan any loss or damage incurred by it on account of it corrupt business practices and further pay compensation to Federal Government of the Pakistan in an amount equivalent to ten time the sum of any commission, gratification, bridge, finder's fee or kickback given by the Seller/Supplier as aforesaid for the purpose of obtaining or inducing of any contract, right, interest, privilege or other obligation or benefit in whatsoever from Federal Government of the Pakistan.
10. In case of any dispute concerning in the interpretation and/or application of this contract shall be settled through arbitration. The decisions taken and/or award made by the arbitrator shall be final and binding on the parties.
11. This contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

In Witness whereof the parties hereto have caused this contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/Sealed by the Bidders/ Firms/Companies/Contractors.

Authorized Supplier/ authorized Agent

- 1.
- 2.

Signed/ Sealed by Procuring Agency

- 1.
- 2.

(Annexure-2)

BID FORM

Date: - _____
Tender No: - _____
Name of the Item: - Supply of Hardware items
Financial Year- 2024-25

To: **PRINCIPAL**
Shaikh Khalifa Bin Zayed Al-Nahyan
Medical & Dental College,
Shaikh Zayed Hospital, Lahore.

Respected Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the Tender of **Supply of Hardware items** for Financial Year-2024-25 and deliver the **Supply of Hardware items** Financial Year 2024-25 specified in and in conformity with the said Biding Documents for the Sum of (Total Bid Amount), (Bid Amount in Words) or such other sums as may be ascertained in accordance with the Schedule of Princes attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the Hardware Items in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of the 10% of the contract price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of (number) days from the date fixed for bid opening under IBD (clause 37.21) of the instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared award, shall constitute a binding contract between us.

We understand that you are no bound to accept the lowest or any bid you may receive. commission or gratuities, if any, paid or to be paid by us agents relating to this bid, and to contract execution if we are awarded the contract, are listed below.

Name and address of bidder
(If none, state "none").
Dated this day of 2024

Amount and Currency

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of Attachment

(Annexure-3)

AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: Tender No. SKZMDC/Tender/2024 published on PPRA on

1. We have examined the Tender/Bid document and we undertake to meet the requirements regarding **Supply of Hardware items**.
2. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
3. We have read the provisions of Tender/Bid document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid document.
5. We undertake, if our Bid is accepted, to print and deliver the items within the delivery period mentioned in the Tender document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. **The bidder is bound to put / submit the rates of each item lot wise. The Lot wise lowest bidders shall be awarded the contract. In case of missing rates of any item in the lot, the rate of item will be considered as zero and bidder will be bound to supply said item free of cost.**
8. **The bidder will invariably provide warranty / guarantee of spare and consumables.**
9. We agree that the Purchase Committee of Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental College is not bound to accept the lowest or any of the bids received. We also agree that the Purchase Committee reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under PPR Rules 2004(Amended).
10. We also declare that our Company/Organization/Firms/Bidders/Publishers/ is not blacklisted by any of the Federal or Provincial Government in Pakistan.
11. The samples for **(Supply of Hardware Items)** shall be submitted 1st lowest bidder (as per BOQ Specification) and approved from Technical Evaluation Committee, Shaikh Zayed Medical Complex, Lahore.

[Name and Signatures of authorized Person along with stamp]

(Annexure-3)

BILL OF QUANTITY/PRICE SCHEDULE

**SPECIFICATION OF HARDWARE ITEMS FOR FINANCIAL YEAR 2024-25 IN
SHAIKH KHALIFA BIN ZAYED AL-NAHYANMEDICAL & DENTAL COLLEGE, LAHORE.**

Lot# 1.
HARDWARE ITEMS

Sr. #	SPECIFICATION/ITEMS	Qty.	Unit Price	Total Rate
1.	Handel Lock for Door (IHS) Best Quality	100 Nos.		
2.	Door Stopper Best Quality	20 Nos.		
3.	Draws Lock ¾” Taiwan Quality	100 Nos.		
4.	Door Qabza 7” Length (Star)	50 Nos.		
5.	Door Closer Best Quality	50 Nos.		
6.	Catcher Steel for Caben Door	200 Nos.		
7.	Draws Reeling (Goli Wali) Length 14”	50 Nos.		
8.	Draws Reeling (Goli Wali) Length 16”	20 Nos.		
9.	Aluminum Door Lock (IHS)	50 Nos.		
10.	Spindle Lock (Brass Key) (IHS)	50 Nos.		
11.	Handle for Draws & Door 08”	50 Box		
12.	Handle for Draws & Door 06”	50 Box		
13.	Notice Board Lock	24 Nos.		
14.	Flat Screw Driver 8”	01 No.		
15.	Flat Screw Driver 10”	01 No.		
16.	Flips Screw Driver 8”	01 No.		
17.	Flips Screw Driver 10 “	01 No.		
18.	Saw 20” Hand Saw (wood)	02 Nos.		
19.	Mascaraing Tape (Assist Stanley) 16’ feet	05 Nos.		
20.	Mascaraing Tape (Assist Stanley) 50’ feet	01 No.		
21.	Drill check 1.5 – 13mm	01 No.		
22.	Wooden Nail 2” No.15 Tops	02 Pkt.		
23.	Wooden Nail 1” No. 17	12 Pkt.		
24.	Concrete Steel Nail 1” small	10 Pkt.		
25.	Concrete Steel Nail 1 ½”	10 Pkt.		

26.	Concrete Steel Nail 2"	10 Pkt.		
27.	Wooden Screw ¾" No.4	50 Pkt.		
28.	Wooden Screw 2 ½" NO.8	05 Pkt.		
29.	Wooden Black Screw ¼"	50 Pkt.		
30.	Wooden Black Screw 1 ½"	30 Pkt.		
31.	Wooden Black Screw 3"	06 Box		
32.	Wooden Screw ¾" x4	50 Box		
33.	Wooden Screw ½ " x4	50 Box		
34.	Blade Discs for wood cutter 08"	05 Box		
35.	Silicon (Large)	10 Box		
36.	Glass Relling Runner	36 Nos.		
37.	Carbon Drill Machine	24 Nos.		
38.	Carbon Cutter Machine	24 Nos.		
39.	Black Screw ¾ x 6	25 Nos.		
40.	Carpenter Plane (Randha) Complete 10" small	02 Nos.		
41.	Carpenter Plane(Randha) Watti	02 Nos.		

CDR estimated amount of Lot No.1:- Rs. 34,000/-

Lot# 1.

HARDWARE SHEET.

Sr. #	SPECIFICATION/ITEMS	Qty.	Unit Price	Total Rate
1.	Lamination Chipboard 8'x4' thick ¾" (Patex)	100 Nos.		
2.	Back Press PVC 8'x4' thick 2/8 (6mm)	50 Nos.		
3.	Kail Wooden Lar AA thick ¾" thick length 10' width 2"	100 Nos.		
4.	Gola Neem Round width ¾" Length 8'	50 Nos.		
5.	Gola Neem Round width 1½" Length 8'	50 Nos.		
6.	Glue Packet (Rezoleth) 1Kg	10 Nos.		

CDR estimated amount of Lot No.1:- Rs. 28,000/-

Note: -

- 1. The bidder is bound to put / submit the rates of each item lot wise. The Lot wise lowest bidders shall be awarded the contract. In case of missing rates of any item in the lot, the rate of item will be considered as zero and bidder will be bound to supply said item free of cost.**
- 2. The bidder will invariably provide warranty / guarantee of spare and consumables.**
- 3. Evaluation shall be done Lot wise and contract will be awarded accordingly.**

- 4. Form of price schedule is to be filled in very carefully, should be typed form including GST (Without GST/handwritten no document will be entertained). Every page is to be signed and stamped at the bottom. An affidavit will be provided stating that his/her firm/company is not blacklisted by PPRA or any department on stamp paper.**
5. In Technical Evaluation, the quoted goods with no. 1 quality will be preferred over low quality products.
6. The samples must be provided at the time of bid submission for Non-branded/ Local Items, to help SKZMDC inspection team to technically evaluate the quoted quality with required specifications and standards
7. If the supplied products will differ from quoted items or displayed sample, the bidder shall be penalized OR
8. The bidder has to replace low quality products that do not conform to the required specifications with products that conform to required specifications and standards in the same price and without incurring any additional cost.
9. The contractor should deliver the required quantity of items within 07 days of receipt of Purchase Order or on the defined time lines as mentioned in the delivery schedule of PO.
10. Contractor is required to provide Hardware items at SKZMDC. All costs involved in supply of Hardware items at the SKZMDC shall be borne by the contractor.
- 11. All expenses/costs regarding transportation, shifting manpower/goods/ etc. shall be beared by the Bidder himself.*
12. The delivery shall ONLY be made by the Contractor on the receipt of Purchase Order (mentioning required quantity) from the SKZMDC (Purchaser).
13. The delivery shall be made by the Contractor as and when required on the receipt of Purchase Order from the SKZMDC (Purchaser).

Contractor's Signature & Seal

Employer's Signature & Seal
(Principal, SKZMDC)

Note: - In case of discrepancy between unit price and total, the unit price shall prevail.
Foreign currency rate will be considered on the date of opening of Financial Bid as per selling rate announced by the National/State Bank.

(Annexure-5)

CHECK LIST / KNOCK OUT CLAUSES

The Provision of this checklist/ knock out clauses is essential prerequisite along with submission of tenders.

Sr. #	<u>DETAIL</u>	<u>YES / NO.</u>	<u>PAGE #</u>
1.	Original Receipt for Purchase of Tender.		
2.	CDR / Pay order / Demand Draft of Rs. 34,000/- & 28,000/- cost/price with the Financial Bid.		
3.	Minimum 05 years' experience (Documentary Proof, Copy of Performance Certificate) with College/ University & Institute.		
4.	Acceptance of terms and condition, tender documents, duly signed and stamped.		
5.	Price should not be mentioned on technical bid.		
7.	Bank Statement / Balance sheet, NTN (PST) and Professional Tax & Sale Tax Certificate of the Bidder.		

Notices:

The tenderer shall submit an affidavit on legal stamp paper Rs.100/- that their firm has not been blacklisted at the moment on any ground by any Government (Federal & Provincial), a local body or a public sector organization.

Acceptance of firm

Name, Sign and Stamp of firm's representative

Date: _____

FIRM address for notice purpose

Procuring Agency's Address for notice purposes shall be the

PRINCIPAL

Shaikh Khalifa Bin Zayed Al-Nahyan Medical & Dental College, Lahore.

Direct No. # 0302-1140423 & 0323-4395476