GOVERNMENT COLLEGE UNIVERSITY FAISALABAD



TENDER DOCUMENT

FOR Tender No. 835/15/2025

Annual Rate Contract for the supply & Installation of Air Conditioners for Various Departments of GCUF

Special Instructions:

- The firms may visit the Office of Director DP&IC to discuss any query before submission of bids.
- A person who attends the tender bids opening meetings may be owner of company but in case of company's representative must have authority letter of company.

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1. INVITATION TO THE BID

1.1. Bids/Tenders are invited, for "**Procurement for Air Conditioners**" for various departments from Active Sales Tax and Income Tax Registered firms for Various Departments of Government College University, Faisalabad.

2. INSTRUCTIONS TO THE BIDDERS

- 2.1. Procurement will be made under Punjab Procurement Rules (PPRA) 2014.
- **2.2.** It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- **2.3.** Bidders must ensure that they upload all the required documents indicated in the Tender / Bid Documents at the time of submission of bid and no request for submission of any missing mandatory documents will be entertained after opening of the Bids.
- **2.4.** Bids without supporting documents, short/ no bid security, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection.
- **2.5.** The bidder must quote rates of items as per required specifications / cost of tender.
- 2.6. The estimated cost of this tender is Rs. 20,690,000/-

Mode of Advertisement:

As per Rule 12(1) the advertisement is being published on the website of PPRA Punjab (www.ppra.punjab.gov.pk) and also placed on official website of GCUF i.e. www.gcuf.edu.pk

2.7. Type of Open Competitive Bidding

As per Rule No. 38(2)(a), Single stage-two envelope procedure shall be followed with details given below:

- **2.7.1.** The bid shall comprise of separate technical and financial bids to be uploaded on e-pads. Technical bids shall be opened first and evaluation report shall be uploaded after technical evaluation. The financial bid of the technically responsive firms shall be opened.
- **2.7.2.** The committee shall evaluate the proposal under **PPRA Rule # 32** and in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- **2.7.3.** The proposals shall be opened through **E-PADS** at a time, and venue announced and mentioned in below BID DATA SHEET;

2.8. DATA SHEET (Information for the Bidders)

1	Procuring Agency	Government College University Faisalabad
2	Tender Number	835.15.2025
3	Name of Tender	Supply of Air Conditioners for Various Departments of , GCUF
4	Tender Document available place	Director Procurement & Inventory Control, GC University Faisalabad

5	Cost of Tender Document	Free of Cost
6	Bid Security	5% of Estimated Amount in shape of Bank
		Guarantee, Bank call-deposit (CDR), Demand
		Draft (DD), Pay Order (PO) OR Banker's
		Cheque in favor of Treasurer Government
		College University Faisalabad"
7	Performance Guarantee	10 % of the order value / the firm may also
		request to convert the bid security as
		Performance Guarantee (if compatible)
8	Performance Security	10 % shall be deducted from final bill
10	Contact Number	Ph. 041-9201468
11	Due Date and Closing Time	15-01-2026 till 11:00 AM
12	Date, Time and Place of	15-01-2026 till 11:30 AM
	Bid Opening	at office of Director Procurement & Inventory Control, GC University Faisalabad

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

- 3.1. "The Procuring Agency" means Government College University Faisalabad.
- 3.2. "GCUF" means Government College University Faisalabad
- **3.3.** "Bidder/Tenderer" means the Firm/Company/Supplier/Distributer that may provide or provides the Goods and related services to any of the public sector organization under the Contract and have registered for the relevant business thereof.
- **3.4.**" Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- **3.5.** Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
- **3.6.** "The Contract Price" means the price payable to the lowest qualified Supplier under the Contract for the full and proper performance of its contractual obligations.
- **3.7.** "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- **3.8.** "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- **3.9.** "PPRA" means Punjab Procurement Regulatory Authority.
- 3.10. "CPC" means Central Purchase Committee of GCUF.

4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

- **4.1.** Who has valid registration certificates for Income Tax, Sales Tax and registered on E-PADS.
- **4.2.** is an active Tax Payer;
- **4.3.** Conforms to the clause of "Responsiveness of Bid" given in this tender document; meets the eligibility criteria of tender
- **4.4.** has not been blacklisted.

5. AMENDMENT OF THE TENDER DOCUMENT

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

6. BID CURRENCY

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

7. VALIDITY PERIOD OF THE BID

- **7.1.** Validity period of the bids shall be 90 days w.e.f. opening date of technical bid.
- **7.2.** In exceptional circumstances, the Central Purchase Committee (CPC) of University may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.
- 7.3. If the bidder, offer validity for a shorter period, shall be rejected by the CPC as "Non-Responsive".
- **7.4.** Under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all the bidders shall be requested to extend their respective bid validity period but such extension shall not be for more than the original period of bid validity or 180 days whichever is more.

8. BID SECURITY

8.1. Bidder will submit Bid Security drawn in the name of "Treasurer, Government College University Faisalabad" of Rs. 1,034,500/-

(The required amount of Bid Security does not exceed 5% of estimated cost)

- 8.2. Cheque or Cross Cheque shall not be accepted at all. (Insurance Bonds are not acceptable)
- **8.3.** The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.

- **8.4.** Subject to the award of contract, the Bid Security shall be returned to successful bidder against submission of Performance Guarantee.
- **8.5.** If the Bid Security is found less than the required amount, then the bid will be rejected Irrespective of the rates and the stage of the bid process.
- **8.6.** The Bid Security may be forfeited if a lowest qualified Bidder:
 - a. Refuses to accept Letter of Acceptance of the Bid; or
 - b. Fails to furnish Performance Security.

9. BID PREPARATION AND SUBMISSION

- **9.1** Bid shall be uploaded on PPRA by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative.
- **9.2** The documents attached with the Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order
- **9.3** Covering letter *duly* signed and stamped by authorized representative.
- 9.4 Copy of Income Tax Registration Certificate
- 9.5 Copy of Sales Tax Registration Certificate.
- 9.6 Copy of Professional Tax
- **9.7** Detailed specification of items and sample (if required), which shall be examined as per required specifications.
- 9.8 Sound financial position of the bidder (Bank Statement)
- 9.9 Documents required in the tender eligibility criteria.
- **9.10** The Financial Proposal of the bidder shall include the price break up of taxes/duties. All taxes/duties as applicable shall be responsibility of the bidders
- **9.11** The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.
- **9.12** The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.
- 9.13 The Bid is liable for rejection if Financial Proposal contains conditional offer.
- 9.14 (Mode of Submission of Bids) The Bid should be submitted through E-Procurement System.

10. MODIFICATION/WITHDRAWAL OF THE TENDER

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

11. BID OPENING

11.1. Proposal Opening

The bids will be opened by the Central Purchase Committee of University on the date and time as specified in the Tender Notice. The bids will be opened in the presence of the bidders / representatives who choose to be present.

11.2. Suppression of facts and misleading information

- During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Central Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.
- It is the Bidder's responsibility to prove the Bidder's requisite qualification, Experience and capacity to undertake the project to the entire satisfaction of the Tender Committee failing which the Bid may be rejected.

12. PRELIMINARY EXAMINATION

- **12.1.** The Tender Committee shall examine the bids to determine whether they are complete, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.
- **12.2.** The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.
- **12.3.** Conforms to all terms and conditions of the Tender Document, without Material deviation or Reservation.

13. DETERMINATION OF RESPONSIVENESS OF THE BID

- **13.1.** The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:
- **13.1.1.** To meets an eligibility criterion for the Bidder / the Goods / the Services;
- **13.1.2.** To meets all the mandatory requirements of the evaluation criteria.
- **13.1.3.** To meets the Technical Specifications for the Goods / the Services;
- **13.1.4.** Is accompanied by the required Bid Security;
- **13.1.5.** Is otherwise complete and generally in order;
- **13.1.6.** The Tender determined as substantially non-responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

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

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation.

Tender shall be evaluated on quality cum cost basis method

Quality Points 70%

Cost Points 30%

Evaluation Criteria, formulas of technical and financial evaluation are mentioned below.

Under PPRA Rules # 31, Technical Bids will be evaluated on the basis of following criteria and financial offers of only those bidders will be opened who have fulfilled the criteria:

Qualifying marks 70 out of 100 marks.

Sr#	Mandatory Requirements	Documents Required	M	larks	Remarks		
1	Sales Tax Registration	Certificate of Registration as active tax payer		5	The requirements at serial no. 1 to 6 are		
2	Income Tax Registration	Certificate of Registration as active tax payer	mandatory, if a bidder loses any				
3	Certificate for Agreement on Annual Rate Contract	The participating bidders shall provide undertaking / certificate to make annual rate contract agreement for the supply & installation of ACs (if they win the tender), till the period of one year from the agreement date. The required quantity of ACs may vary from 125 nos. The supply shall be made in lots as per requirement of the University.		10	score from these six mandatory requirements, (40 Marks) the bid shall be disqualified / rejected for financial evaluation.		
4	Affidavit as per clause 39.	An affidavit on Rs. 200/- stamp paper that currently firm is not blacklisted or debarred by any Government/Semi-Government department to participate in bidding.		5			
5	After Sales Service Agreement	One year SLA agreement (at no additional cost to GCUF) extendable subject to further negotiable terms. Complaint response time must be 48 hours Set up in Faisalabad with repair & service staff details. Technicians / Engineers Tools/ workshop facilities Bi-annual free service of ACs		5			
6	Mandatory Requirement	The bidder must be a manufacturer or authorized distributor / commercial reseller / dealer. Manufacturer Authorization Letter / MAL / MAF letter from Principal company is mandatory	1	10			
7	Supply Orders received in	Copies of at relevant Supply Orders/Contracts received of the similar items (Air Conditioners) from Government	A	10	A. POs exceeding 50 million accumulatively		

	opening date	sector organizations Universities, Autonomous Bodies etc; valuing above Rs. 20 Million, accumulatively (max 10 marks)	С	3	B. POs exceeding 35 million, accumulatively C. POs above 20 million, accumulatively Maximum marks 10	
8	Number of year	The firm must have minimum 3 year relevant experience (supply of ACs) and POs must be attached as reference. (max 10 marks)	A B C	10 7 3	A. 10 year aboveB. 5-10 yearC. 3-5 year	
9	Professional Tax	Certificate of Registration Attach for 2023-24 & 2024-25 (max 4 marks)		marks	2 marks for each year	
10	Income Tax & Sales Tax Returns of two year	July 2023 to June 2025 (max 6 marks)	61	marks	Attach online copies 3 marks for 2023-24 & 3 marks for 2024-25	
11	Financial Statement	Audited Financial statements by certified Charted Accountants for companies / firms for year 2024-2025 OR Unaudited financial statements for sole proprietor firms by FBR (max 5 marks)	5 1	marks	Auditor's report / FBR audited financial statements	
12	Account Maintenance Certificate	Latest Account Maintenance certificate from the Bank (max 5 marks)	5 n	narks	Certificate before dated 30-6-2025 is not acceptable	
13	position of the	Turnover as per financial transactions minimum Rs. 40 million. The turnover should be shown at the footnote of the bank statement. (max 10 marks)		10 7 4	A. Above 200 M B. 120-200 M C. 40-120 M D.Below 40 M (0) marks	
14	Certificate	Performance certificate for successful completion of supplies, projects from various Government organizations during last 5 years. Two mark for one certificate per PO / project against tender supplies only. (max 10 marks)	10 M	Marks	In case Performance certificates are from same organization the PO / project should be different.	

The bidder must provide Verifiable documentary proof against all the mandatory requirement and Evaluation Criteria along with the Technical Proposal. The firm shall not be allowed to change / re-submit any document after opening of the Technical Proposal, however Purchase Committee may allow for submission of a document inadvertently missed by vendor or ask for any further documentation besides above keeping the substance of bid unchanged.

The bidder getting minimum 70 marks shall be eligible for financial evaluation.

The Tender Committee may ask for physical Demonstration of any of the items given in the Tender Document for confirmation of the specifications.

Technical Score Formula: obtained technical marks / total marks x 70 = marks out of 70 %

For example: ABC firm marks 95 $95/100 \times 70 = 66.5$

XYZ firm marks 88 $88/100 \times 70 = 61.6$

TTT firm marks 90 $90/100 \times 70 = 63$

15. FINANCIAL PROPOSAL EVALUATION

15.1. Financial bids of the technically qualified firms (as per bid evaluation report) shall be opened and quality cum cost basis comparison shall be made and contract shall be awarded to the highest scoring bidder after sum of technical and financial marks.

Financial Evaluation formula: Cost of 4 Nos 1.5 ton AC + Cost of 1 AC 2 ton = Total Price

Lowest quoted Bid /Quoted Price x 30 = financial score out 30%

For example,

Company	1.5 ton	Price of 4 ACs	2 ton	Price of 1	Total
	price	1.5 ton	price	Ac 2 ton	Price
ABC	155,000	620,000	200,000	200,000	820,000
XYZ	165,000	660,000	210,000	210,000	870,000
TTT	160,000	640,000	195,000	195,000	835,000

Formula:

Financial Score: ABC $820,000/820,000 \times 30 = 30$

XYZ 820,000/870,000 x 30 = **28.27**

TTT $820,000 / 835,000 \times 30 = 29.46$

15.2. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. The price shall be calculated up to two decimals and in case of a tie the comparison shall be made in three decimals.

16. AWARD OF CONTRACT

The Tender will be awarded to the highest scorer in technical & financial evaluation and who has been Declared Technically and Financially Qualified.

Total Technical Score + Total Financial Score = Total Marks

For Example:

Company	Technical	Financial	Total	Winner
	Score	Score	Score	
ABC	66.5	30	96.5	ABC Firm =
				96.5 marks
XYZ	61.6	28.27	89.87	-
TTT	63	29.46	92.46	-

17. REJECTION AND ACCEPTANCE OF THE TENDER/BID

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

conditions.

17.2.According to PPRA rule 35-A procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

The Tender / bid shall be rejected if:

- 17.3. It is substantially non-responsive; or
- 17.4. The bidder does not meet any of the mandatory criteria mentioned.
- 17.5. It does not contain the documentary proof against any of the mandatory Criteria.
- 17.6. The bid is incomplete, partial, conditional, alternative, late; or
- 17.7. The bidder does not attach Bid Security in Shape of Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) OR Banker's Cheque; or The bid security is not attached or it is less than the required amount; or. The Bidder submits more than one Bids against one Tender; or

18. CONTACTING THE PROCURING AGENCY

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

19. ANNOUNCEMENT OF EVALUATION REPORT

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

20. Letter of Acceptance (LOA)

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

21. PAYMENT OF PERFORMANCE GUARANTEE (PG)

The Successful Bidder(s) performance guarantee (In the form of Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) OR Banker's Cheque) will be submitted to DP&IC for a specified time mentioned in bidding documents. (Insurance Bonds are not acceptable)

22. REFUND OF BID SECURITY (BS)

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

23. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

- **22.1** The Directorate of Procurement and Inventory Control (DP&IC) shall issue Supply Order or sign a Contract with the Successful bidder who has meet all requirement.
- 22.2 The Successful Bidder will provide the stamp paper of 0.25% of total order value for Signing the

Contract OR Supply Order shall be issued and Stamp Paper duty shall be deducted from the bill.

24. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

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

GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

25. DELIVERY OF ITEMS

- **25.1.** Delivery of ACs will be made in lots as per requirement of University, the installation and delivery period shall be mentioned (60 days) against each lot.;
- **25.2.** The Supplier will be responsible for **delivery** of Goods, loading / unloading & shifting in store.
- 24.3 Before delivery of items to the locations, the Bidder must get the items inspected by the relevant inspection committee.
- **24.4.** The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost. In case any extension required in delivery period the shall be submit justified reason before expiry of delivery time. The Committee (CPC) may grant extension under given circumstances if agrees with the request of vendor.

26. LIQUIDATED DAMAGES / LATE DELIVERY CHARGES

- **26.1.** When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Central Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2% of the price of the delayed goods per month (**0.067** % per day) of delay, maximum up to 10% of the price of total value of the contract.
- **25.2.** The Successful Bidder will be responsible to provide the delivery, delivery Challan and Bill within the delivery period in order to avoid Late Delivery Charges.

27. INSPECTION AND TESTS

- **26.1** The <u>Central Inspection Committee / Technical Committee</u> of GCUF shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.
- 26.2 Inspection will be done at Government College University Faisalabad.
- **26.3** Inspection Committee may verify the authenticity of items from Supplier.

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

28. Release of Payment & Performance Guarantee (PG)

The performance Guarantee shall be release to the vendor / supplier after successful completion of the contract OR supply of goods / items as per Supply Order.

The payment shall be made after final inspection of goods 100 % delivered / installed in the department.

29. CONTRACT AMENDMENT

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

30. TERMINATION FOR DEFAULT

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

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

31. BLACKLISTING

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

32. Force Majeure

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mis-management and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes,

epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressed of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

33. Termination for Insolvency

The Government College University Faisalabad (GCUF) may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GCUF.

34. Termination for Convenience

- **33.1.** The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- **33.2.** The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the GCUF on the Contract / Supply Order terms and prices. For the remaining Goods, the GCUF may choose:
 - (a) to have any portion completed and delivered at the Contract / Supply Order terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

35. Resolution of Disputes

- 35.1. After signing the contract or issuance of purchase order, The GCUF and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 35.2. If, after thirty (30) days from the commencement of such informal negotiations, the GCUF and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

36. Applicable Law

36.1. The Contract shall be interpreted in accordance with the PPRA RULES and laws of Punjab (Pakistan) and Rules/ Regulations of GCUF.

37. Notices

- **37.1.** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address.
- 37.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

38. Taxes and Duties

38.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Government College University Faisalabad. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the GCUF as the case may be.

Bidder General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head.]

	Particulars				
Company Name					
Abbreviated Name					
National Tax No.	Sales Tax Registration No				
PRA Tax No.					
No. of Employees	Company's Date of				
	Formation				

^{*}Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office	State/Province
Address	
City/Town	Postal Code
Phone	Fax
Email Address	Website Address

39. Affidavit

Appendix "A"

Technical Specifications

SUPPLY & INSTALLATION OF AIR CONDITIONERS FOR GCUF

List of items required:

Specifications OR Equivalent	Model Number of Company	Required Quantity
Air Conditioner 2 Ton, 24000 BTUs, Full DC inverter, Heat & Cool, T3 to T5 compressor, Tropicalized Inverter technology to ensure best cooling performance even at an ambient temperature of 60 degrees Celsius. Auto Clean Sterilization System and Auto Pilot Feature energy efficient minimum 70%. Ampere Lock system 99.9% Pure Copper connecting pipes, Gold Fin - Anti Rust Coating, Low Noise Operations. Efficient & compatible Refrigerant (Gas) for best cooling 4 year PCB Warranty, 10 Year Compressor Warranty Kenwood, Gree, Orient, Haier or Equivalent.		25 Nos Quantity may vary in annual rate contract
Air Conditioner 1.5 Ton, 18000 BTUs, Full DC inverter, Heat & Cool, T3 to T5 compressor, Tropicalized Inverter technology to ensure best cooling performance even at an ambient temperature of 60 degrees Celsius. Auto Clean Sterilization System and Auto Pilot Feature energy efficient minimum 70%. Ampere Lock system 99.9% Pure Copper connecting pipes, Gold Fin - Anti Rust Coating, Low Noise Operations. Efficient & compatible Refrigerant (Gas) for best cooling 4 year PCB Warranty, 10 Year Compressor Warranty Kenwood, Gree, Orient, Haier, or Equivalent		100 Nos Quantity may vary in annual rate contract
3 core 110/76 flexible electric cable or equivalent used by company		Per Ft
Copper connecting pipes as per company standard		Per Ft

The firms must attach the broachers of quoted products showing detailed specifications.

Appendix "B" Financial Offer

TENDER No. 835.15.2025

SUPPLY & INSTALLATION OF AIR CONDITIONERS

1	2	3	4	5	6	7	8	09	10
Sr. No.	Equipment Name With accessories as per technical bid	Model / Part #	Brand / Manufacturer Name/Country of origin	Qty	Unit Price	Rate of Sale TAX	Unit Price with GST	Total Price (PKR) including GST etc	5% Bid Security (PKR) as per Estimated Price

Special Note:

- The Tender will be awarded to the qualified bidder as per evaluation criteria mentioned in the tender documents.
- The firms shall quote rates per feet for extra pipe and wire, if required for installation of ACs.
- The rates of pipe and wire of successful bidder shall be considered in the Supply Order and shall have no impact in financial evaluation.