GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI
(PROCUREMENT DEPARTMENT)

SCHEDULE OF REQUIREMENTS FOR SUPPLY OF ELECTRIC CABLE

The above requirement of services and supply will be made in 90 days after issuance of Purchase Order (without penalty) and with the prescribed penalty as per following schedule of requirement: -

MODE OF PENALTY	NO OF DAYS	TOTAL DELIVERY PERIOD
Without Penalty or as per agreed terms	90 days	90 days
With Penalty @ 0.10 % per day for 10 days, 0.15% per day for 20 days, 0.20% per day for 30 days, 0.25% per day after 30 days.		

PRICE SCHEDULE FOR THE GOODS IN PAK RUPEES:

Name of Bidder: _____

Tender No: GIKI/PD/WORKS-854/21

SUPPLY OF ELECTRIC CABLE
- tabulated as under:

Tender No.	Sr. No.	Description/Specification	Qty	Unit Price (RS)	Unit Price with 17% GST (RS)	Total Cost including GST (RS)	Bid Security (2% of the Total Cost)
GIKI/PD/WORKS-854/21	1	**Electric Cable** (185mm, 3-core, Cu, 8.7/15 KV, Armored, XLPE) **Details are mentioned in (Annex-A).**	480 meter				

Issued by: Assistant Director Procurement

Signature of the Bidder: _____

Stamp of Bidder: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Annexure-A

SPECIFICATIONS

TENDER NO. (GIKI/PD/WORKS-854/21)

SUPPLY OF ELECTRIC CABLE

Sr. No.	Description/Specification	Qty	Unit A/c
1.	**Electric Cable (**185mm, 3-core, Cu, 8.7/15 KV, Armored, XLPE)	*480*	Meter

Assistant Director Procurement
GIK Institute, Topi

TENDER BIDS SUBMISSION & OPENING DATE AND TIME

TENDER NOTICE: GIKI/PD/WORKS-854/21
SUPPLY OF ELECTRIC CABLE

Tender No.	Description/Specification	Date of Submission of Tender Documents	Date Opening of Tender
GIKI/PD/WORKS-854/21	Electric Cable (**Annex-A**).	**1500 hours, November 23, 2021**	**1530 hours, November 23, 2021**

Assistant Director Procurement
GIK Institute, Topi

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI

TECHNICAL EVALUATION CRITERIA FOR SUPPLY OF ELECTRIC CABLE TENDER NO. GIKI/PD/WORKS-854/21			
Specifications are available at Annex-A			
S. No.	**Item Name and Description**	**Marks**	**Maximum Marks**
1	**Experience of the Bidder**	--	**10**
1.1	1 - 3 year experience	2	--
1.2	4 - 8 year experience	5	--
1.3	9 - 15 year experience	7	--
1.4	Above 15	10	--
2	**Financial Position/ Status of bidder**	--	**10**
2.1	Registration with GST/NTN & Active Tax payer	3	--
2.2	Bank Statement of Last Three Months	4	--
2.3	No Litigation History/No black listed certificate	3	
3	**Technical Evaluation of quoted items**	--	**40**
3.1	Specification attached at **Annex-A**	30	
3.2	Literature in printed shape attached	2	
3.3	Delivery schedule as per requirement	3	
3.4	List of clients / where such equipment delivered	2	
3.5	Guarantee / Warranty Minimum 1 year	3	
TOTAL		**--**	**60**

Note: Please submit documents as per above mentioned criteria

- Technical qualification status shall be decided on the basis of Pass/Fail basis. The applicant must secure at least 60% score accumulative.
- Order/contract will be awarded on the basis of highest score considering 60% technical and 40% Financial.

Assistant Director Procurement
GIK Institute, Topi

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI

TENDER NO.

GIKI/PD/WORKS-854/21

TENDER DOCUMENT

F.O.R BASIS

TENDER FEE NON-REFUNDABLE
Rs. 3,000/-

PROCUREMENT DEPARTMENT

Ph: 0938-281026 EXT (2444) Fax: 0938-281045

Email: taufeeq@giki.edu.pk

Web: www.giki.edu.pk

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI
PROCUREMENT DEPARTMENT

INTRODUCTION:

GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI**,** having (hereinafter referred to as the Purchaser) invites sealed bids from eligible bidder(s) under Single Stage Two envelop bidding system (i.e. Technical and Financial Bids in separate envelops) for supply, Installation, commissioning, testing and delivery of goods, materials, equipment and/or services described in the Schedule of Requirement. All the Annexure from "C" to "L" are integral part of the Tender Document and its compliance is mandatory and must be signed and stamped be the vendor/supplier and attached with the relevant proposal, otherwise bids will be rejected.

The Technical Bids will be opened first on the date mentioned in Tender Notice. The financial bids of the only technically qualified bidder(s) will be opened publicly. The Technical Evaluation Report will be published on GIK INSTITUTE, website before financial bid opening.

1. **INSTRUCTIONS TO BIDDER(S)**:

1.1. The bidder(s) shall manufacture all machines according to the drawing and models and bring also samples and bear all cost associated with the preparation and delivery of their bids, and the Purchaser will in no case be responsible or liable for those costs, if required.

1.2. In case of any doubt as to the meaning of any portion of the Specifications or other Terms and Conditions, bidder(s) may seek clarification of the same in writing, but not later than 5 days prior to deadline for submission of bid(s) prescribed by the Purchaser.

1.3. At any time prior to the deadline for submission of bids, a modification in bidding document in the form of an addendum can be issued in response to a clarification requested by a respective bidder(s) or even whenever the Purchaser considers it beneficial to issue such a clarification and/or amendment to all bidder(s). The clarification/amendment issued (in general) shall be placed on the GIK INSTITUTE web site for the intimation to all the prospective bidder(s).

Bidder(s) are required to submit their bid(s), which will bear words "CONFIDENTIAL" and for **TENDER NO. GIKI/PD/WORKS-854/21** as per Tender Notice.

1.4. The Purchaser will not take any responsibility for collecting the bids from any Agency.

1.5. The Purchaser reserves the right to increase or decrease the quantities or may cancel any or all items shown in the Schedule of Requirement without assigning any reason thereof.

1.6. The Purchaser reserves the right to have the items inspected by its own representative, or by 3rd party at its own cost (if required).

1.7. It must be indicated in the offer that the Bid fully conforms to Technical Specifications and Terms and Conditions of the Tender.

1.8. The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder(s) or any

obligation there under. However, GIK Institute shall upon request communicate to any bidder(s) who submitted a bid, the grounds for its rejection, but it is not required to justify those grounds.

1.9. Unsolicited advice/clarifications and personal approaches by the bidder(s) at any stage of evaluation are strictly prohibited and shall lead to disqualification.

1.10. The bidder(s) are expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to Bidding Documents in all respect will result in the rejection of the bid(s).

1.11. All prospective bidder(s) are advised to read carefully all terms & conditions mentioned in the Tender Documents prior to filling / submission of their Bid.

1.12. Black listing procedure of the Company is attached as Appendix-L. The bidders, contractors, suppliers, agents, consultants, partnership or firms shall be dealt accordingly.

2. **BID PRICES:**

2.1. Firm bid prices shall be quoted in **Annexure-B** duly filled-in, stamped and signed by authorized representative of Bidder(s) and must be quoted in FOR basis. Prices must be quoted as per format of Schedule of Requirement (SOR).

2.2. Bidding Forms and Bid Summery Sheets from Annexure – "C" to "F" and "H" to "K" must also be duly filled-in, stamped and signed by authorized representative of bidder(s).

2.3. Prices must be quoted in Pakistani currency inclusive of all taxes and duties on FOR Basis, indicating unit price and total bid prices. GST must be quoted separately along with copy of GST Certificate only for FOR basis. Conditional bid / bids having any price adjustment formula will be rejected.

2.4. Prices must be quoted including all charges like handling, loading, transportation and un-loading, Octroi and Zila Tax etc. for delivery of material at Purchaser's stores located at **required delivery location for FOR Basis.**

2.5. Quoted prices will be valid for 120 days from the opening date of the **Financial Bid.**

2.6. Technical brochure/literature confirming Size, Brand & Country of Origin of quoted items/material must be attached with the Technical Bid (where deemed necessary).

2.7. Any Bid not confirming to Clause 2.1 to 2.6 shall be rejected without any right of appeal.

2.8. Discount (if any) shall only be entertained on Schedule of Requirement of Bidding Document (Financial Proposal). If the discount is mentioned elsewhere in the bid, the same shall not be entertained.

2.9. Tender submitted without Tender Fee Rs 3,000/- (in shape of challan form/ pay order/Demand Draft) & earnest money CDR should be rejected at the time of opening of Tender. Earnest money & challan form will be submitted against each Tender separately.

3. BID SECURITY MONEY:

3.1. The sealed bids complete in all respect must reach in the office of Assistant Director Procurement GIK Institute along with Bid Security Money 2% of the total cost in the name of GIK INSTITUTE OF ENGINEERING SCIENCES AND TECHNOLOGY, TOPI in shape of CDR to be attached with financial offer.

3.2. Short Bid Security Money or Crossed Cheque as Bid Security Money is not acceptable.

3.3. The Bid Security Money of un-successful bidder(s) will be returned after award of Purchase Order to successful bidder(s). The Bid Security Money of successful bidder(s) will be discharged / returned upon bidder(s) furnishing the executing the order/contract (Subject to the satisfactory report without any objection from the end user).

3.4. The Bid Security Money of bidder(s) whose bid is rejected under Clause 2.7 will be returned forth-with.

3.5. The Bid Security Money shall be forfeited:

3.6.1. If a bidder withdraws its bid during the period of bid validity.

3.6.2. In case of successful bidder, who fails (a) to sign the contract; (b) to furnish performance security (if any).

4. SEALING AND MARKING OF BIDS:

4.1. The bidder(s) shall furnish Technical & Financial Bid(s) in two separate sealed envelopes.

4.2. Technical Bids will be opened first.

4.3. Earnest money as mentioned in Press Tender Notice must be enclosed with Financial Bid.

4.4. Only Financial Bid(s) of Technically responsive bidder(s) will be opened publicly.

4.5. Financial Bids of technically non responsive bidder(s) will be returned after award of Purchase Order to successful bidder(s).

4.6. The bid shall be submitted in a sealed envelope marked as under:

4.7. The envelope shall also bear the word "CONFIDENTIAL" and following identifications:-

TENDER NO. GIKI/PD/WORKS-854/21
DON'T OPEN BEFORE ***(AS PER SCHEDULE MENTIONED IN THE TENDER NOTICE/SOR)***
TECHNICAL/FINANCIAL BID(s) (INDICATE ONE ON EACH ENVELOPE)

4.8. If the envelope is not marked, as instructed above, the Purchaser will assume no responsibility for the misplacement or premature opening of bid(s).

5. DEADLINE FOR SUBMISSION OF BIDS:

5.1. The bids must be delivered at the Procurement Department, GIK Institute, Topi on or before as per schedule mentioned in Press Tender Notice and the same will be opened accordingly.

6. LATE BIDS:

6.1. Any bid received by the Purchaser after the prescribed deadline for submission of bids mentioned in Press Tender Notice will not be accepted and returned un-opened to the bidder(s).

7. BID OPENING:

7.1. The purchaser will open the Technical Bid, in the presence of bidder's representative(s) who may choose to attend on date, time and location mentioned above.

7.2. The bidder(s) names, bid prices including bid price modification and bid withdrawals, if any, will be announced at the time of financial bid opening.

7.3. The Purchaser will examine the bids to determine whether they are complete, no computational errors have been made, the required sureties have been furnished, documents have been properly signed, and the bids are generally in order.

7.4. Arithmetical errors found will be corrected as follows:

7.4.1. Where there is a discrepancy between amount in figures and word, the amount in word will prevail.

7.4.2. Where there is a discrepancy between the unit price and the total amount derive from the multiplication of the unit price and the quantity, the unit price as quoted will govern, unless there is an obvious gross arithmetical error in unit price, in which event, the extended amount quoted would prevail.

7.4.3. In case the due date of bids opening falls on a holiday, the bids shall be opened on the next working day.

8. DETERMINATION OF RESPONSIVENESS:

8.1. After opening of the bids, the purchaser will determine whether each bid is substantially responsive to the requirements of the bidding documents.

8.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. A material deviation is one which means in-consistent with the bidding document, affects in any substantial way the scope, quality or prescribed delivery schedule or which limits in any substantial way, the Purchaser's right or the bidder's obligation under the contract.

8.3. A bid determined to be a non-responsive will be rejected by the purchaser and shall not subsequently be made responsive by the bidder(s) by correction of the non-conformity.

8.4. The purchaser may waive any minor deviation non-conformity or irregularity in a bid, which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative standing order of other bidder(s).

8.5. To assist in determining a bid's responsiveness the bidder(s) may be asked for a clarification of his bid. The bidder(s) is not permitted, however, to change bid price or substance of his bid.

8.6. The bidder(s) may lodge a written complaint for redressed of their grievances and disputes to Dispute Resolution Committee within fifteen days of the placement of the Technical Evaluation report on the web.

9. ISSUANCE OF PURCHASE ORDER (PO):

9.1. The Purchaser will issue Purchase Order to the successful bidder(s) whose bid is determined to be the best evaluated bid and after that legal contract will be signed between both parties.

10. PAYMENT:

10.1 Payment will be made as follows after inspection and completion of work:

10.1.1 Payment after delivery
10.1.2 Payment against Delivery
10.1.3 Part Delivery Part Payment
10.1.4 ____% advance payment against Bank Guarantee

11. DELIVERY SCHEDULE:

11.1 Delivery of required material against this tender is to be completed as soon as possible from the date of receipt of confirm Purchase Order and will provide surety bond/guarantee for provision of delivery within specified period.

12. EXTENSION IN THE DELIVERY PERIOD:

12.1 Delivery of the goods shall be made by the supplier in accordance with the delivery schedule given in Purchase Order/contract.

12.2 The supplier may claim extension of the time limits as set forth in the Purchase Order in case of:-

12.3 Changes in the specifications of goods, material & equipment by the Purchaser.

12.4 Delay in provision of clarifications regarding material, drawings and services by the Purchaser.

12.5 Force Majeure pursuant to Clause # 14.

12.6 Justified reasons subject to a written request high-lighting the same within a period of seven working days prior to expiry of delivery period mentioned in

Purchase Order.

12.7 It should be noted that a request for extension in delivery period shall be considered only if the supplier agrees in writing to pay any increase in taxes or any other charges levied by the Government during the extended delivery period. Purchaser shall not bear any additional price increase during the extended period.

12.8 In case of extension in delivery period, the supplier will extend validity of Performance Bond accordingly at his cost.

12.9 If the supplier fails to supply the ordered material for any reason, within stipulated time, the Performance Bond shall be forfeited and material shall be purchased from elsewhere at his risk and cost.

13. LIQUIDATED DAMAGES:

13.1 If you fail to supply the material in the above specified period, GIK Institute reserves the right to blacklist you for future business or forfeit the security money or impose penalty as mentioned in tender documents/ or as per contract or may impose any other financial penalty as deemed fit.

13.2 Even after imposition of LDs, if the supplier fails to materialize the delivery (material and or services); the Purchaser reserves the right to cancel Purchase order/contract and to forfeit the earnest money (if applicable) after intimating the supplier for such cancellation / forfeiture.

14. FORCE MAJEURE:

14.1 The supplier shall not be liable for penalty for delay in delivery of ordered goods, if, and to the extent delay in delivery or other failure to perform his obligation under the Purchase Order, of being the result of occurrence of Force Majeure i.e. causes such as natural calamities, war, civil disturbance, military action, fire as well as other circumstance proved to the satisfaction of the Purchaser to be beyond the reasonable control of the supplier, which may impede the fulfillment of the obligations under the Purchase Order.

14.2 The supplier shall notify the Purchaser promptly of the occurrence of Force Majeure and submit his case in writing within 07 days of such occurrence.

14.3 If any of the party is prevented to fulfill its assumed obligations by Force Majeure of constant duration of at least one month, the party shall meet for negotiation. If no satisfactory agreement is reached within a period of two months from the Commencement of the Force Majeure conditions, either party shall have the right to cancel the Purchase Order with immediate effect.

15. INSTALLATION, COMMISSIOING, TESTING & INSPECTION:

15.1 The Purchaser's representative(s) shall have the right to inspect and/or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order after delivery, installation and commissioning of equipment. The representative of Procurement Cell will witness the inspection (where so required).

15.2 Should any inspected or tested goods fail to conform to the specifications the purchaser shall reject them and supplier shall replace the rejected goods. All costs incurred on such replacement shall be entirely born by the supplier.

15.3 Rejected material shall be moved / replaced by the supplier within 07 days

from the receipt of letter/fax issued by the Procurement Department. The supplier shall be liable for the **storage** charges @ 0.2% (half percent) of the cost of rejected material on every day basis, if the same is not removed within seven days.

15.4 Acceptance/rejection of the material by 3rd party (where required) will be final and binding on both the parties.

16. WARRANTY:

16.1 The supplier shall warrant that all goods supplied under Purchase Order shall be according to specifications given in Purchase Order and approved drawings/design etc. Any deviation in material, drawing/design (where applicable) will be replaced by the supplier at his cost.

16.2 The Purchaser shall promptly notify the supplier in writing, of any claims arising under this warranty.

16.3 The supplier will invariably provide warranty/guarantee of spare and consumables.

17. QUALIFICATION OF SELECTED BIDDER(S)S:

17.1 The Purchaser will determine to its satisfaction whether the bidder(s) selected as having submitted the lowest evaluated, technically responsive bid qualifies to satisfactorily perform the order.

17.2 The determination will take into account the bidder(s) financial, technical & production capabilities, availability of items ordered for. The bidder(s) shall provide necessary documents as proof along with the bid.

17.3 Any affirmative determination will be a pre-requisite for award of the Purchase Order to the bidder(s). A negative determination will result in rejection of the bid.

17.4 The Purchaser reserves the right at the time of award of order to increase or decrease to a reasonable extent in the quantity of goods specified in the Tender Document without any change in price or other terms and conditions.

18. You are encouraged to inform Procurement Department on the following addresses/ contacts, in case where any GIK Institute employee ask for any type of favor whether monetary or in kind:-

DESIGNATION	ADDRESS	TEL #	FAX #	E. MAIL
Assistant Director Procurement	Ghulam Ishaq Khan Institute, Topi.	0938-281026 (Ex: 2444)	0938-281045	taufeeq@giki.edu.pk

ANNEXURE - C

BIDDING FORM (TECHNICAL BID)

Assistant Director Procurement
GIK Institute of Engineering Sciences
and Technology, Topi

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender Document.

2. We undertake if our bid is accepted, to commence delivery within 75 days (Please specify days) from the date of receipt of your confirm Purchase Order.

3. If our bid is accepted, we will provide the Performance Bond equal to 10% of the Purchase Order excluding GST, for due performance of the purchase order.

4. We agree to abide by all the terms & conditions of the tender for the period of 120 days from the opening of financial proposal & it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extension thereof agreed by us.

5. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We under-stand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature) (In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)
Name:- _____
Address:- _____
_____

ANNEXURE -D

BIDDING FORM (FINANCIAL BID)

Assistant Director Procurement
GIK Institute of Engineering Sciences
and Technology, Topi

Gentlemen,

1. Having examined the Bidding Documents including the specifications, the receipt of which is hereby acknowledged, we the undersigned offer to supply & deliver «Description» in conformity with drawings, specifications of goods and conditions of Tender for the sum of Rs._____ (Total bid amount in words) (inclusive of all taxes) or such other sum as may be ascertained in accordance with the said conditions.

2. Until a formal Purchase Order is placed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest priced or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature)
(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)
Name: - _____
Address: - _____
_____

ANNEXURE – E

BID SUMMARY SHEET

TENDER NO. GIKI/PD/WORKS-854/21

(TO BE ATTACHED WITH TECHNICAL BID)

1. Bidder Name
   Address, Phone & Fax No E-mail address _____

2. Manufacturer Name & Country of Origin: _____

3. Items Quoted:(give serial no. only): _____

4. Price Validity: _____

5. Offered Delivery Period: _____

6. GST Registration No: _____

7. Bidding form (Annexure-C attached with Technical bid: Yes ( ) No ( ) _____

8. Any Deviation: _____

Signature
_____

Name &
Designation_____

ANNEXURE – F

BID SUMMARY SHEET

TENDER NO. GIKI/PD/WORKS-854/21

(TO BE ATTACHED WITH FINANCIAL BID)

1. Bidder Name _____
   Address, Phone & Fax NO._____
   E-mail address _____

2. Manufacturer Name & _____
   Country of Origin:_____

3. Items Quoted:(give serial no. only): _____

4. Price Validity: _____

5. Total FOR («Deliver To») Price: Rs _____
   (Inclusive of all taxes except GST)

6. Total FOR («Deliver To») Price (With GST): Rs _____

   Total C&F («Deliver To») Price: _____

7. Offered Delivery Period: _____

8. Payment Terms: _____

9. GST Registration No. _____

10. Bidding Form (Annexure-C-1 attached with financial bid): Yes No

11. Any Deviation: _____

Signature
_____

Name &
Designation_____

ANNEXURE - G

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
CERTIFICATE

Submitted to GIK Institute with the reference to Purchase Order No. _____ hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privileges or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any corrupt business practice.

Without limiting the generality of the foregoing, the Seller/ Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not be given or agree to give to anyone within or outside Pakistan either directly or indirectly through any national or juridical person, including its affiliate, agent, associate, broker, consultant, briber, finder's fee or kickback, whether described as consultant fee or otherwise, with the object of obtaining or including the procurement of a contract right, interest, privilege or other obligation or benefit in whatsoever form from GOP except that privilege or other obligation or benefit in whatsoever form from GOP except that which has been expressly declared pursuant hereto.

The Seller/ Supplier certificate that it has made and will make full disclosure of all agreement 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.

The Seller/ Supplier accepts full responsibility and strict liability for making any false declaration not making full disclosure, mis-representing 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 rights and remedies available to GOP under any law, contract or other instrument, be void able at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, the Seller/ Supplier agrees to indemnify 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 times the sum of any commission, gratification, bribe, tinder's fee or kickback given by the Seller/ Supplier as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

For & On Behalf of
Seller/
Supplier

ANNEXURE - H

(WHERE APPLICABLE, TO BE SUBMITTED ON DEMAND OF GIK INSTITUTE)

FAIR PRICE CERTIFICATE

WE M/S_____ HEREBY CERTIFY THAT PRICES QUOTED BY US AGAINST GIK INSTITUTE TENDER NO. **GIKI/PD/WORKS-854/21** ARE THE LOWEST AND MOST COMPETITIVE AS GENERALLY APPLICABLE TO ALL OTHER BUYERS AND OR SOLD THROUGH OUR AGENTS AS PER PREVAILING INTERNATIONAL MARKET AS ON THE DATE OF QUOTE AND IF IT IS ESTABLISHED AT ANY STAGE THAT THESE WERE HIGHER WE SHALL BE HELD RESPONSIBLE AND AGREE TO PAY IMMEDIATELY THE DIFFERENTIAL TO GIK INSTITUTE, TOPI.

SIGNATURE AND SEAL OF THE
MANUFACTURER / SOLE AGENT/AUTHORIZED DEALER

NOTE: FAIR PRICE CERTIFICATE W ILL BE REQUIRED, IN CASE SINGLE BID IS FOUND TECHNICALLY RESPONSIVE IN THE RESPECTIVE TENDER.

ANNEXURE - I

(On official letter-head of the contractor)
To be signed by the Chief Executive of the bidding company or a representative duly authorized by board resolution.

Integrity and Ethics Undertaking

We hereby commit and undertake to observe the following principles during our participation in the contract execution:

a) That we will not directly or through any other person or firm, offer, promise or give to any of the employees of GIK INSTITUTE involved in or relevant to the execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the execution of contract or at any stage thereafter.

b) That we did not enter with any bidder into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.

c) That we will ensure that the remuneration of agents *(if engaged)* is appropriate and for legitimate services only.

d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of GIK INSTITUTE.

e) That we will not and have not committed any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from doing business with GIK INSTITUTE and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold GIK INSTITUTE's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of _____
Tender No. _____
Contract No _____

ANNEXURE - J

(On official letter-head of the bidder)
To be signed by the Chief Executive of the bidding company or a representative duly authorized by board resolution.

Integrity and Ethics Undertaking

We hereby commit and undertake to observe the following principles during our participation in the tender process and during the contract execution:

a) That we will not directly or through any other person or firm, offer promise or give to any of the employees of GIK INSTITUTE involved in the tender process or execution of the contract any gain, pecuniary benefit or facilitation payment in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of contract.

b) That we have not and will not enter with other bidders into any undisclosed agreement or understanding either formal or informal to restrict competitiveness or to cartelize in the bidding process.

c) That we will ensure that the remuneration of agents *(if engaged)* is appropriate and for legitimate services only.

d) That we will not use subcontracts, purchase orders or consulting agreements as means of channeling payments to employees of GIK Institute.

e) That we will not commit any offence under the Pakistan Penal Code, Prevention of Corruption Act or National Accountability Ordinance to achieve any advantage, gain or benefit during the tender process or the execution of contract.

We further understand and acknowledge that any violation or transgression of the above mentioned principles will attract disqualification from the tender process and may also result in permanent exclusion from future contact award processes.

We also accept and undertake to respect and uphold Institute's absolute right to resort to and impose such disqualification, debarment or exclusion.

For and on behalf of _____

Tender No. GIKI/PD/WORKS-854/21

ANNEXURE - K

Form 4

Mandatory for participation in Bidding Process

A F F I D A V I T

I,_____ S/o _____ aged _____ years _____ working as Proprietor/Managing Partner/Director of M/s _____ having its registered office at_____ do hereby solemnly affirm and declare on oath as under:

1. That I am competent to swear this affidavit being proprietor/one or the partners/ Director of *M/s* _____
1. That M/s _____ is a proprietorship/partnership firm/company is participating in tender process conducted by Institute.
2. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
3. That I hereby confirm and declare that my/our firm/company M/s _____ and my/our firm/group/company/ sister concern / associate company have not been black listed/de-listed any Institutional agencies/Govt. Deptt/ Public Sector Undertaking.
4. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
5. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the GIK INSTITUTE.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at _____ on _____ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

ANNEXURE - L

BLACK LISTING PROCEDURE

1. Blacklisting

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership or firm; hereinafter referred to as, Respondent from participating in any future procurement of goods and services. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

a) Undermines or adversely affects the operations of the company through any of the following:

- Withdrawing a bid during the bid validity period;
- Failure or refusal to:

i. sign the Contract;
ii. accept Purchase Order / Service Order Terms;
iii. execute work;
iv. submit 2% earnest money as per tender terms;
v. make supplies as per specification agreed;
vi. fulfill contractual obligations as per contract;
vii. meet purchase order / service order terms and conditions; and/or,
viii. to remedy underperformance as per contractual obligations.
ix. Or any other non-compliance of obligations vital for the execution / compliance of the contract.

b) Repeated non-performance.

c) Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.

d) Convicted of fraud, corruption. tax evasion or criminal misappropriation by a court of competent forum.

e) Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. In this regards the contractor has to submit a certificate that he or his principal is not declared blacklisted / debarred / cross debarred by any public sector organization or international agency

f) Furnished information that was false and materially inaccurate or submitted forged or fake documents.

2. Debarment of Natural Terms.

The following shall stand disqualified and debarred from participating in GIK INSTITUTE tenders or contracts pursuant to black listing proceedings:

i. In case of a company; all directors including its Chairman, Chief Executive and Chief Financial Officer.
ii. In case of partnership; all partners

3. Debarment of Associated Companies or Entities

Where a company or an entity has been blacklisted, all its associated or subsidiary undertaking whether by way of common directorship, common management and control, shareholding or direct or indirect control through directors of blacklisted entity etc shall also stand disqualified from participating in GIK INSTITUTE tenders or contracts

4. Proceedings for blacklisting

a) Director Procurement on his own accord or on receipt of information or a complaint shall refer the matter to the Procurement Committee.

b) The Committee after examining the material placed before it shall determine whether it is necessary and appropriate to initiate formal black listing proceedings.

c) In case the Committee decides to initiate blacklisting proceedings Respondent shall be formally intimated in writing about the nature of complain/matter and initiation of blacklisting proceedings.

d) The Respondent shall be intimated by giving a 15 days' notice through courier services, registered post or fax or email and, shall be provided an opportunity of furnishing response either through written representation or personal hearing or both.

e) In case the Respondent fails to furnish his defense or representation the committee may proceed expert on the basis of information, record and material available before it provided that two subsequent notices at seven working days intervals have been given.

f) The Committee shall complete its proceedings within 60 days from the date of first notice given pursuant to paragraph (d) above.

g) The Respondent against whom blacklisting proceedings have been initiated may be represented through:

i. In case of an individual or sole proprietorship; in person.
ii. In case of a firm or partnership; by the Chief executive or the Managing Partner, duly authorized.
iii. In case of a company; by the Chief Executive or a Director or any officer duly authorized by the Company

5. Findings & Decisions:

a) The Committee after finalizing its proceedings shall record its findings in writing and decide one of the following measures for implementation:

i. Temporarily debarred, specifying the time period;
ii. Blacklisted if the Respondent fails to take remedial action within the specified time; or,
iii. Blacklisted.

b) The order of the Committee shall be communicated in writing as per Form 3.

c) The documents, deliberations reduced in writing and all records of

proceedings are to be maintained for five years by the Procurement Cell

6. Appeal+

a) The Respondent may appeal within 15 days working days of intimation of decision of the Committee to the Pro-Rector (Admin & Fin) in writing of any irregularity in the decision of the Committee.

b) If there exists any substance in the appeal the Pro-Rector (Admin & Fin) after recorded reasons may direct that Committee may review the case by providing opportunity of hearing to the Respondent provided that the review shall be completed within 30 days.

c) The Committee shall record its findings in writing and refer the same to the Pro-Rector (Admin & Fin) for appropriate orders.

Assistant Director Procurement
GIK Institute, Topi