

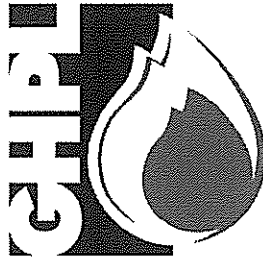


GOVERNMENT HOLDINGS (PRIVATE) LIMITED

Invitation to Bid

for

“Supply and Installation of Air Conditioners for Heating and Cooling”



**GOVERNMENT HOLDINGS
(PRIVATE) LIMITED**

ITB Document No: GHPL/Gen/02/02-23
Bid Closing Date: March 09, 2023 till 03:00 PM
Bid Opening Date: March 09, 2023 till 03:30 PM



Government Holdings (Private) Limited



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Government Holdings (Private) Limited

Bid for Supply and Installation of Air Conditioners for Heating and Cooling

Invitation to Bid

1. Government Holdings (Private) Limited (hereinafter referred to as 'GHPL' or the 'Company') hereby invites bids for Supply and Installation of Air Conditioners for Heating and Cooling at GHPL's Office 5th floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.
2. Single stage two envelope process will be adopted where the bidders are required to submit their bids in accordance with this Bid Document.
3. The Bids must reach on or before **March 09, 2023 ('Closing Date')** at 03:00pm at GHPL's office, Administration Department. Bids will be opened at 03:30pm on same day at GHPL's office and bidders' authorized representative(s) will be allowed to attend the bid opening.
4. The bidders may download the tender document from the Company's website i.e. www.ghpl.com.pk.
5. Bidders are requested to go through "Bid Data Sheet" to acquaint themselves with the details on the bidding process including Company's correspondence details, bid submission deadline, bid opening date, bid validity, deviations, technical and financial bid submission details. Bids to be submitted in accordance with the procedure as set out in the Bid Document.
6. The Bidder must be registered with FBR for the GST and Income tax, if applicable.
7. GHPL reserves the right to accept/reject any or all bids or to annul the bidding process in its entirety without assigning any reason and without assuming any liability as per Rule 33(1) of PPRA Rules.
8. The Bidder must provide the information of its postal address, telephone numbers, fax number, NTN number, sales tax registration number, email address and names of the key person(s) in their organization.
9. This letter is not to be construed in any way as an offer of contract. In case of award of contract, this bid may, however, form the basis for a contract between Bidder and GHPL.
10. Bidders are requested to acknowledge receipt of these BID DOCUMENTS by E-mail to procurement@ghpl.com.pk and confirm their intent to bid. This will allow GHPL to send technical clarifications if needed.

Sincerely,

Dy. General Manager (HR & Administration),
Government Holdings (Private) Limited,
E-mail: procurement@ghpl.com.pk



Government Holdings (Private) Limited



SECTION 1: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

- 1) **General:** The Company invites sealed bids for Supply and Installation of Air Conditioners for Heating and Cooling.
- 2) **Eligible Bidders:** Bidders should not be associated, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Company to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Bid Documents.
- 3) **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and GHPL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

B. BID DOCUMENTS

- 4) **Examination of Bid Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bid Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the result of evaluation of its Bid.
- 5) **Clarification of Bid Documents:** A prospective Bidder requiring any clarification of the Bid Documents may notify the Company in writing to procurement@ghpl.com.pk. The response will be made in writing to any request for clarification of the Bid Documents that it receives earlier than one (01) week prior to the deadline for the submission of Bids.
- 6) **Amendments of Bid Documents:** Not later than one week prior to the deadline for Submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid Documents. All prospective Bidders that have acknowledged receipt of the Bid Documents will be notified in writing of any amendment(s). In order to afford prospective Bidders reasonable time in which to take the amendment(s) into account in preparing their offers, the Company may, at its discretion, extend the deadline for the Submission of Bids.
- 7) **Bidder Confirmation for Participation in Bidding Process:** Bidder will confirm participation in bidding process by sending confirmation email to Company on the email address procurement@ghpl.com.pk at least one week prior to the deadline for the submission of bids.

C. PREPARATION OF BIDS

- 8) **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company shall be written in the English language.
- 9) **Documents Comprising the Bid:** The Bid must provide the following documents establishing Bidder's eligibility and qualification:



- SECTION 2: Bid Data Sheet
- SECTION 3: Bid Submission Form
- SECTION 4: Technical Compliance Sheet
- SECTION 5: Financial Compliance Sheet
- SECTION 6: General Terms and Conditions
- Attachments required:
 - Annex – A (Organization Information)
 - Annex – B (Eligibility Response Check List)
 - Annex – C (Technical Evaluation Criteria Sheet)
 - Annex – D (Scope of Work and Technical Specifications)
 - Annex – E (Integrity Pact)

10) **Bid Currencies/Bid Prices:** All prices shall be quoted in Pak Rupees. The bidder shall indicate on the appropriate Price Schedule the unit price (where applicable) and total Bid Price (inclusive & exclusive of all taxes) of the goods and services it proposes to supply under the contract. The bidder may quote in other currencies and for evaluation purpose the rate of exchange shall be the selling rate of state bank of Pakistan, prevailing on the date of opening of financial bids. It may, however, be clarified that all payments for the goods and services shall be made in Pak Rupees (including of all applicable taxes) at exchange rate prevailing on the date of payment.

11) **Period of Validity of Bids:** Bids shall remain valid for 90 days after the date of bid submission described herein. In exceptional circumstances, GHPL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. SUBMISSION OF BIDS

- a. Bidders shall submit their bids by hand or post at the office of GHPL located at Floor 5th, Petroleum House, Ataturk Avenue, G-5/2, Islamabad not later than 03:00pm PST sharp on March 09, 2023.
- b. For sake of clarity it may be noted that single stage two envelope procedure will be adopted. The Bid will comprise a single package containing two separate envelopes. One envelopes shall contain the Financial Bid and the other shall contain the Technical Bid. The Envelopes should be properly sealed and marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid ambiguity and confusion. Initially, the Committee constituted by GHPL will open the envelope marked as "Technical Bid". The Committee shall, in line with the criteria mentioned in this Bidding Document will evaluate the Bids and the BIDDER fulfilling the criteria as prescribed herein will be declared qualified. The envelopes marked "FINANCIAL BIDS" of the technically qualified BIDDERS shall only be opened publicly in the presence of authorized representatives of BIDDERS who wishes to attend the same on the Date to be intimated by GHPL. The Financial Bids of the unqualified BIDDERS will be returned un-opened.
- c. Bids shall be properly sealed, signed on each page and prominently labeled "Supply and Installation of Air Conditioners for Heating and Cooling" and marked for the attention of the "DGM (HR & Administration)". Any Bid which does not fulfill the requirements mentioned in the Bid Documents will be considered as non-responsive and will be rejected.



- d. BIDDERS will not be permitted to withdraw or amend/revise their bids after submission to the GHPL.
- e. Bids must be accompanied by a Bid Bond in form of a demand draft/pay order/bank guarantee equivalent to PKR 50,000/- drawn in favor of "Government Holdings (Private) Limited". This will be forfeited if the SUCCESSFUL BIDDER fails or delays to sign the fully termed contract. The Bid Bond of unsuccessful BIDDERS will be returned in thirty (30) days after bids opening date. The Bid Bond of successful BIDDER will be replaced by performance bond equivalent to 05% of the contract price at the time of signing of work order/contract. The successful bidder will require to sign the contract and submit the performance bond within ten (10) working days after intimation by GHPL to the successful bidder, failing which, the Company shall have the right to announce the second lowest bidder as the successful bidder.
- f. GHPL may, at any time prior to the time specified for submission of bids, issue modification(s) in this Bid Document or any of its *annexes in the form of an addendum*, either in response to a clarification and/or amendment requested by BIDDERS or whenever the GHPL considers it appropriate to issue such clarification and/or amendment to BIDDERS. Clarifications and/or amendments shall be addressed to all BIDDERS who have confirmed to submit the bid.

12) Deadline for Submission of Bids/Late Bids:

- 12.1 Bids must be delivered to the Company's office on or before the Bid Closing Date and time specified in Bid Data Sheet Section-2.
- 12.2 The Company may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 (Amendments of Bid Documents) of Instructions to Bidders, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3 Any Bid received by the Company after the Bid Closing Date will be rejected and returned unopened to the Bidder. It is the Bidder's responsibility to ensure that bids are received in the office of GHPL well within the specified time. Bids must be submitted by hand or by post.
- 12.4 Any bids sent by fax or by electronic means will not be entertained.

E. OPENING AND EVALUATION OF BIDS

13) Opening of Bids:

- 13.1 The Company will open all Bids, at the time, on the date and at the place specified in Section-2 of this Bid Document, in the presence of Bidders' Representatives who choose to attend. The Bidders' Representatives who are present shall sign attendance sheet evidencing their attendance.
- 13.2 The Bidders' names, bid modifications (if any) or withdrawals, and the presence or absence of requisite bid security and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening. Non-responsive bids shall only be rejected after



bid opening with reasons to be recorded in written by the Company.

13.3 Bids and modifications sent pursuant to Instructions to Bidders that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

14) Clarification of Bids: To assist in the examination, evaluation and comparison of bids, GHPL may at its discretion ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.

15) Evaluation of Bids:

15.1 Prior to the detailed evaluation, GHPL will determine the substantial responsiveness of each bid. A substantially responsive bid is one which conforms to all the terms and conditions (as provided in Annex-B). Any bidder failing to provide the documents as mentioned in Annex-B shall be technically disqualified from the bidding process.

15.2 GHPL will carry out detailed technical evaluation (As per Annex-C) of the bids so as to confirm that a bid is complete in all respect and whether it conforms to the requirements as set out in the Bid Documents and bidder is technically qualified.

15.3 Arithmetical errors may be rectified subject to the condition that it will not change the financial quotation of the Bids. It may be clarified that in case of any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail. If the Bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

15.4 **Technical Evaluation Criteria:** The Technical Proposal of eligible bidders will be evaluated using the required specification mentioned in Scope of Work. Technical qualification shall be decided on the basis of criteria as provided with this Bidding Document and enclosed as Annex-C. The bidders securing at least 65 marks shall be declare technically qualify.

15.5 **Financial Evaluation:** The financial bids of only the technically qualified bidders will be considered for financial evaluation. The work order will be awarded to the bidder whose bid found most advantageous i.e. technically qualified and financially lowest.

F. AWARD OF CONTRACT

16) Notification of Award: Prior to the expiration of the period of bid validity and after fifteen working days of the publishing of the bid results on PPRA website, the Company will issue the work order to successful bidder. The Bidder may only accept the work order and returning an acknowledgement copy of work order, by timely delivery of the goods in accordance with the terms of the work order/bid document, as herein specified. Acceptance of the work order shall govern the rights and obligations of the parties.

17) Award Criteria: The Company will issue a work order to the successful bidder. The Company reserves the right to accept or reject any bid, to annul the bid process and reject all Bids at any time prior to



award of Contract/issuance of work order, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the Company's action.

- 18) Signing of Work order/Contract:** Within ten (10) working days of receipt of the work order the successful bidder shall sign, date and return it to the Company.
- 19) Performance Security:** The successful bidder shall provide the performance bond equivalent to 05% of the work order/contract price at the time of receiving of the work order in the form of a demand draft/pay order in favor of "Government Holdings (Private) Limited". The Performance Bond will be returned after three months of successful delivery of goods/services under the work order/contract.
- 20) Confidentiality:** The Supplier shall keep all the information pertaining to bidding process especially evaluation of bid, confidential.



SECTION 2: BID DATA SHEET

The following specific data for the goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Deadline for Submission of Bids:	03:00 PM on March 09, 2023 (Pakistan Standard Time)	
Opening of Bids	03:30 PM on March 09, 2023 (Pakistan Standard Time)	
Bids to be received at:	Government Holdings (Private) Limited (GHPL), 5th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad	Attention: "DGM (HR & Administration)" Sealed Bid No: <u>GHPL/Gen/02/02-23 - Bid for Supply and Installation of Air Conditioners for Heating and Cooling</u> Deadline: On or before March 09, 2023 at 03:00pm (Pakistan Standard Time)
Delivery:	7 th Floor, Petroleum House, Ataturk Avenue, G-5/2, Islamabad.	
Goods for use in (Country):	Pakistan.	
Bid Validity Period.	90 days.	
Language of the Bid:	English.	
Written communication must be directed to GHPL office:	Attention; DGM (HR & Administration) GHPL Islamabad E-Mail: procurement@ghpl.com.pk	
Requests for additional information:	Must be received at least seven (07) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.	





SECTION 3: BID SUBMISSION FORM

Must be duly completed by the Bidder and returned with the Bid

To:

**DGM (HR & Administration)
Government Holdings (Private) Limited
5th Floor, Petroleum House, Ataturk Avenue G-5/2, Islamabad
+92-51-9211236-37, +92-51-92112 39-40**

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods/services.

We undertake, if our Bid is accepted, to deliver the goods/services in accordance with all requirements mentioned in this TOR will be fulfilled and to deliver same to the designated point(s) within the delivery time.

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

Name of Bidder		
Address of Bidder		
Authorised Signature		Date:
Name of Representative		
Signature (Representative)		



SECTION 4: TECHNICAL COMPLIANCE SHEET TO BE COMPLETED BY BIDDER

To be filled and attached with the Technical Bid in order to Qualify		
Sr. No.	Attributes	Status/Response of the Bidder
1	Principal/ Authorized Dealer/ Re-seller	
2	Office Detail / Outlets	
3	Major Cliental list	
4	Technical Assistance & Support Details	
6	Warranty Period	
6	Delivery Timelines in terms of weeks/months	

Note: The bidder must provide the supporting documents.

Signature and Stamp of the Bidder: _____

**SECTION 5: FINANCIAL COMPLIANCE SHEET**

Financial Compliance Sheet (FCS) to be completed by Bidders. Separate Financial Cost including all Taxes and allied charges must be provided.

Sr.No.	Description	Quantity (Nos.)	Unit Price without Taxes (Rs.)	Total Price without Taxes (Rs.)	Applicable Taxes (Rs.)	Total Price with all applicable Taxes (Rs.)
1	1.5 tons wall mounted DC inverter for heating and cooling	11				
	2.0 tons floor standing DC inverter for heating and cooling	05				
3	Installation Cost*	Lumpsum Job				
4	Other Cost (if any)	Lumpsum Job				
Total Price with all Applicable Taxes (Rs.)						

(*Bidders are required to provide lumpsum cost of installation including direct & indirect material, labor and other miscellaneous expenses which may be incurred during the installation of both types of air conditioners i.e. 1.5 Tons and 2.0 Tons)

Note:

- All prices may be quoted in PKR/US Dollars, however, the payment shall be made in Pak Rupees (including of all applicable taxes) at exchange rate prevailing on the date of payment. For the purpose of comparison of bids quoted in different currencies, the price shall be converted into US Dollars and for evaluation purposes the rate of exchange shall be the selling rate, prevailing on the date of opening of financial bids.
- Applicable taxes (Sales Tax, Levies, Duties etc.) shall be on account of buyer as per prevailing rates.

Please confirm hereafter:

Payment terms: _____

Offer Validity: _____

Name of the Supplier: _____

Address of Supplier: _____

Name of authorised Representative: _____

Phone number: _____

Email address: _____

Date: _____

Signature and Stamp: _____



SECTION 6: GENERAL TERMS AND CONDITIONS OF CONTRACT

The terms and conditions applicable to the contract will be considered.

1. GOODS AND SERVICES DEFINED: Goods/Services are hereinafter deemed to include, without limitation, as specified above, which the Bidder is, required to supply under the Contract. Services are hereinafter deemed to include services ancillary to the supply of the Goods/services including, without limitation, transportation and such other obligations as required under the Contract.

2. ACCEPTANCE OF THE CONTRACT: The Contract may only be accepted by the supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods/services in accordance with the terms of the contract, as herein specified. Acceptance of the work order shall form a contract between the parties under which the rights and obligations of the parties shall be governed, including these general conditions. No additional or inconsistent provisions proposed by the supplier shall bind GHPL unless agreed to in writing by a duly authorized official of GHPL.

3. INVOICE AND PAYMENT: Bidder shall submit invoice in respect of the Contract. This invoice must include Goods Delivery Note/Goods & Services Receiving Note/Final Acceptance Note (post installation and testing)/Project Completion Certificate (issued by the Company). GHPL shall, on fulfillment of the Delivery Terms mentioned in BID DATA SHEET - SECTION 2, make payment within 30 days of receipt of invoice. The prices shown in the Contract may not be increased except by express written agreement of GHPL.

4. INSPECTION AND ACCEPTANCE: All Goods/Services shall be subject to inspection and testing by GHPL or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by GHPL.

If any inspection or test is made on the premises of the Bidder or its Supplier with the consent of GHPL, the Bidder, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Bidder or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Bidder. Final acceptance or rejection of the goods/services shall be made as soon as practicable after delivery, but failure to inspect and accept or reject Goods/Services shall neither relieve the Bidder from responsibility for non-conforming Goods/Services nor impose liabilities on GHPL therefor. The Bidder shall provide and maintain an inspection, quality, and control system covering the Goods/Services which is acceptable to GHPL. Records of all inspection work by the Bidder shall be kept complete and made available to GHPL during the performance pursuant to this Order and for twenty-four (24) months thereafter or for such other period as may be specified in this Order. Copies of all material certifications and test results shall be submitted to GHPL upon request.

5. FITNESS OF GOODS & SERVICES INCLUDING PACKAGING: Bidder warrants that the Goods/services conform to the specifications and are fit for the purposes for which the Goods/services are specifically used, as well as for purposes, in locations and under circumstances made known to the Bidder by GHPL. Bidder warrants that the Goods/services are new, of current manufacture and free from defects.

The Bidder also warrants that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the Goods during delivery to their ultimate destination. Any deviation from agreed specification will not be accepted. Immediate replacement would be made if the products will not be found original and as per specification document.



6. WARRANTY: The bidder warrants and certifies that it will repair or replace without expense to GHPL, any Goods/Services or components which prove to be defective in Quality/Functionality, within warranty period, from the date such Goods/Services are delivered to and accepted at the final destination indicated in the Contract.

7. INDEMNIFICATION: The Bidder shall indemnify, hold and save harmless and defend at its own expense GHPL, its personnel, agents, representatives, and its affiliates from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Bidder or its personnel or others responsible to the Bidder in the performance pursuant to this Order.

8. INTEGRITY PACT: The Bidder will be required to sign and stamp Integrity Pact as per PPRA Rules, attached at Annex-E.

9. VARIATION IN QUANTITIES: The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of GHPL.

10. CHANGES: GHPL may at any time by written instruction make changes within the general scope of the Contract. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to the Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall either be amended or terminated or reissued accordingly.

Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Bidder of the notification of change: providing, however, that GHPL may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under the Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 21. However, nothing in this Clause shall excuse the Bidder from proceeding with the Contract as changed.

No modification of or change in the terms of the Contract shall be valid or enforceable against GHPL unless it is in writing and signed by a duly authorized representative of GHPL.

11. TERMINATION FOR CONVENIENCE: GHPL may terminate the Contract, in whole or in part, upon notice to the Bidder. Upon receipt of notice of termination, the Bidder shall take immediate steps to bring the work and services to a close in a prompt and orderly manner and shall not undertake any forward commitment from the date of receipt of notice of termination.

In the event of Termination for Convenience, no payment shall be due from GHPL to the Bidder except for Goods/Services already delivered prior to termination and for the cost of such necessary work as GHPL may request the Bidder to complete.

12. REMEDIES FOR DEFAULT: In case of failure by the Bidder to perform according to the Contract, including but not limited to failure to obtain necessary licenses or to make delivery of all of the Goods/Services by the agreed delivery date, GHPL may, after giving the Bidder reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- i. Procure all or part of the Goods/Services from other sources, in which event GHPL may hold Bidder responsible for any excess costs occasioned thereby;
- ii. Refuse to accept delivery of all or part of the Goods/Services;
- iii. Terminate the Contract;



- iv. Require Bidder to ship via premium means, at Bidder's expense, to meet the delivery schedule;
- v. Impose liquidated damages pursuant to para 13.

13. LIQUIDATED DAMAGES FOR DELAY: If the Bidder fails to deliver any or all of the Goods/Services or perform any of the services within the time period specified in the Contract, GHPL may, without prejudice to any other rights and remedies deduct from the total price stipulated in the Contract, an amount of 1.25% per week for 8 weeks (with a cap of 10%). Thereafter GHPL shall have the right to terminate the Contract and recover the damages by way of forfeiting the Performance Security.

14. FORCE MAJEURE: The Bidder shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of an event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force. Force Majeure shall not include Bidder's inability to procure materials, equipment etc. or to pay its Bidders, vendors or workers etc. or any other event involving Bidder's financial disability or inconvenience.

15. SOURCE OF INSTRUCTION: The Bidder shall neither seek nor accept instructions from any authority external to GHPL in connection with the performance pursuant to the Contract. The Bidder shall refrain from any action which may adversely affect GHPL.

16. OFFICIALS NOT TO BENEFIT: The Bidder warrants that no official of GHPL has received or will be offered by the Bidder any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from the Contract or the award thereof. The Bidder agrees that breach of this provision is a breach of an essential term of the Contract.

17. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF GHPL: Unless authorized in writing, the Bidder shall not advertise or otherwise make public the fact that it is performing, or has performed, services for GHPL or use the name (or any abbreviation thereof), emblem or official seal of GHPL for advertising or for any other purpose.

18. ASSIGNMENT AND INSOLVENCY: The Bidder shall not, except after obtaining the prior written approval of GHPL, assign, transfer, pledge or make other disposition of the Contract or any part hereof or any of the Bidder's rights or obligations under the Contract to any third party.

Should the Bidder become insolvent or should control of the Bidder change by the virtue of insolvency, GHPL may, without prejudice to any other right or remedy, terminate the Contract by giving the Bidder written notice of such termination.

19. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver of any of the privileges and immunities of GHPL.

20. OBSERVANCE OF THE LAW: The Bidder shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

21. AUTHORITY TO MODIFY: Only the GHPL's Authorized Official possesses the authority to agree on behalf of GHPL to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Bidder. Accordingly, no modification or



change in the Contract shall be valid and enforceable against GHPL unless provided by an amendment to the Contract signed jointly by the Bidder and the GHPL's Authorized Official.

22. GOVERNING LAW: The work order/contract shall be governed and interpreted in accordance with the laws of Pakistan. Any dispute or confusion arising out of the work order/contract shall be resolved amicably. Failing an amicable settlement, the dispute shall be resolved through arbitration by sole arbitrator under the *Arbitration Act 1940*.



Annex – A

Organization Information

Organization Information		
Sr. #	Required Information	Response
1	Legal name of the organization	
2	Year of Registration / Establishment of the Organization	
3	National Tax Number	
4	General /Sales Tax Number	
5	Status of Organization (whether company, partnership or otherwise)	
6	Name and designation of 'Head of Organization'	
7	Mobile:	
	Phone/s:	
	Email:	
	Fax:	
	Address of organization:	
	Website address:	
8	Name and designation of 'Contact Person':	
	Phone/s:	
	Email:	
	Fax:	
	Mobile:	



Annex – B

Eligibility Response Check List

Eligibility Response Checklist			
Sr. No.	Necessary Eligibility Information	Attach the documents YES /NO	
1.	Scope of Work & Technical Specifications as per Annex-D		
2.	The bidder must provide previous supply record of air conditioners		
3.	Evidence of companies Registration / Incorporation (Copy required)		
4.	Affidavit on stamp paper, declaring that company is not blacklisted by any government agency/authority. (Original required)		
5.	Proof of NTN/GST (if applicable)		
6.	Integrity Pact		
7.	Bid Bond of Rs. 50,000/- (In shape of Demand Draft/Pay Order/bank guarantee)		

Note: The bidder must provide the supporting documents.

**Annex – C****Technical Evaluation**

Bidders to provide all relevant information in sufficient detail in order to evaluate their proposals on the basis of Bid Evaluation Criteria provided in this Annex-C. In case of insufficient details, the company may or may not ask the Bidder for provision of additional information. Therefore, it is bidder responsibility in its own interest to provide all relevant information on which its proposal shall be technically evaluated.

Technical Evaluation Criteria				
Sr.No.	Descriptions	Points	Maximum Points	(Attachments)
1	Fully Compliance with technical specifications as per Annex-D		40	Attach product brochures, literature etc.
	Fully Compliance with technical specifications as per Annex-D	40		
	Otherwise	0		
2	Previous Supplies of Air Conditioners in last five years		20	Attach evidence of supplies of air conditioners
	Supply of 20 or more Air Conditioners in last five years	20		
	Less than 20 Air Conditioners in last five years	10		
3	Stock Availability		20	Mention Work Completion Timelines in Technical Bid Documents
	Ex-stock	20		
	within 02 weeks	10		
	within 04weeks	05		
4	Warranty Period		10	Mention Warranty Period in Technical Bid
	Ten Years Compressor and One Year Parts Warranty	10		
	Otherwise	0		
5	Support and Maintenance response and repair/ replacement time committed by the bidder.		10	Mention Support response and repair/ replacement time in Technical Bid
	Support response and repair/ replacement time within 24 hours.	10		
	Support response and repair/ replacement time after 24 Hours	05		
	Total Marks Awarded		100	
	Passing Criteria			65 Marks



Mandatory Requirements:

- Bidder who has been blacklisted by the Government / Semi-Government / Autonomous body shall be considered ineligible (affidavit confirming this to be provided with the proposal).
- Bidder who has not submitted affidavit that the information provided in their bid proposal is true shall be considered ineligible.
- Information submitted by the bidder without documentary evidences shall not be considered for award of points.

Notes: Minimum Passing Marks is 65%

**Annex – D****Scope Of Work and Technical Specifications****1. Technical Specification**

Sr.No.	Item Name	Quantity (Nos.)
01	1.5 Tons Wall Mounted DC Inverter for heating and cooling (Latest Model) <u>Technical Parameters:</u> <ul style="list-style-type: none">• Rated capacity equal to or more than 18,000 BTU for heating and cooling• Should be Quiet in operation• Easy cleaning panel• Self-diagnosis mechanism• Energy Efficient• Warranty Requirements:<ul style="list-style-type: none">- Parts: At-least one-year- Compressor: Ten years- PCB Board: Four years	11
02	02 Tons Floor Standing DC Inverter for heating and cooling (Latest Model) <u>Technical Parameters:</u> <ul style="list-style-type: none">• Rated capacity equal to or more than 24,000 BTU for heating and cooling• Working Temperature: -20~60 C• Should be Quiet in operation• Easy cleaning panel• Self-diagnosis mechanism• Energy Efficient• Warranty Requirements:<ul style="list-style-type: none">- Parts: At-least one-year- Compressor: Ten years- PCB Board: Four years	05

Note: Bidders are required to mention make/model and also provide the product literature, pictures etc. with the technical bid. Bidder may quote/supply any other superior make & model, if available.

A. Bidder Responsibilities:

- Bidders are required to visit the GHPL office in order to familiar with the site where in-door & out-door units are to be installed and also to estimate the direct and indirect material which will be used in the installation of the air conditioners.
- Bidders are required to provide work schedule and timelines for completion of assignment in its technical bid.



- Successful bidder will be required to deliver the air conditioners to the GHPL office at its 7th Floor. Any damage occurs during the delivery (loading/unloading etc.) of required items will cost to the vendor.
- Bidder will be responsible to provide support and maintenance services during the warranty period as it committed in its technical bid. If the bidder will not provide such services then the Company has the right to take a suitable action against the bidder such as blacklisted the bidder etc.
- Be fully responsible for all work and services performed by its labourers.
- Ensure that its team has relevant experience and necessary equipment and support to undertake the work.
- Ensure that its labourers are equipped and wear all required protective equipment at all times when executing work on site, failure to do so such personnel will be dismissed from the site.
- No advance payments will be made.
- Provide and execute everything necessary for the work in accordance with industry standards, OHS (Occupational Health and Safety) Act, municipal by-laws, labour laws and any other relevant regulations, including but not necessarily limited to execution of work as per details on scope of work above.
- Work shall be completed at agreed timelines depending on the nature of work at hand.
- Submit all relevant and required documentation as per scope of work detailed above herein.

B. General Requirements:

- i It is important to note that the successful bidder will work under the supervision of a GHPL representative to overlook quality of works and time lines.
- ii The work should not interfere with the normal operation of the GHPL. Bidder should take precautionary measures against the noise, dust and vibrations etc. Arrangements should be made for after hours or over weekends if such work will interfere/interrupt with normal operations.



Annex-E

Integrity Pact

Dated: _____

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government Holdings (Private) Limited (GHPL) or any of its officers and employees or any other entity owned or controlled by GHPL through any corrupt business practice.

Without limiting the generality of the foregoing, M/s _____ represents and warrants that it has fully declared the fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any 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 described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GHPL, except that which has been expressly declared pursuant hereto.

M/s _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GHPL and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ 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 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 GHPL under any law, contract or other instrument, be voidable at the option of GHPL.

Notwithstanding any rights and remedies exercised by GHPL in this regard, M/s _____ agrees to indemnify GHPL for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GHPL in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ 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 GHPL.

Name of Seller/Bidder: _____

Signature: _____



Government Holdings (Private) Limited

