

HEAVY INDUSTRIES TAXILA

TAXILA CANTT

PROCUREMENT DIRECTORATE

TENDER DOCUMENT



Method of Tender

FOB

**Procurement of Beams Profiler and Spectrometer for
“Lasers and Photonics Innovation Centre”**

Tender Inquiry No. 5651/RT-3099/X/2020-21/FOB/CP/ARDIC/Proc

Dated 13 November 2020

Opening Date 16 December 2020 Opening Time 1100 Hours

Forward your bids on or before **16 December 2020** but not later than closing time 1030 hours.

The tender will be opened at 1100 hours on the same date

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SECTION 1. LETTER OF INVITATION

Heavy Industries Taxila (HIT) hereby invites you to submit a Bid to this **Tender Inquiry** on **FOB** basis for Procurement of **Beams Profiler and Spectrometer for “Lasers and Photonics Innovation Centre”**

If you are interested in submitting a bid in response to this Tender Inquiry, please prepare your bid in accordance with the requirements and procedure as set out in this Tender and submit it by the given deadline.

Please acknowledge receipt of this Tender by sending an email at the address: **dirprocde@hit.gov.pk**, indicating whether you intend to submit a bid or otherwise. Kindly communicate with the undersigned for any clarifications regarding this tender inquiry.

HIT looks forward to receiving your bid and thank you in advance for your interest in HIT procurement opportunities.

Assistant Director (Procurement)
Procurement Directorate
Heavy Industries Taxila, Taxila Cantt

SECTION 2. INSTRUCTIONS TO BIDDERS

A. General Provision	
1. Introduction	<p>1.1 This Tender Inquiry is being sought in accordance with the PPRA Rules 2004 and subsequent amendments. Bidders are bound to adhere to all the requirements of this Tender Inquiry including any amendments made in writing by HIT.</p> <p>1.2 HIT reserves the right to cancel the Procurement process at any stage without any liability of any kind for HIT upon notice to the bidders or publication of cancellation notice.</p> <p>1.3 The bidder may submit a bid even if not registered with the HIT. However, if the bidder is selected for contract award, the bidder must submit the application for provisional registration with HIT prior to contract signature and subsequently for regular registration.</p>
2. Fraud & Corruption, Gifts and illegal Gratifications	<p>2.1 In pursuance of this policy HIT shall declare a bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the bidder has engaged in any corrupt or fraudulent practices in competing for, or in executing a contract.</p>
B. Preparation of Bids	
3. General Considerations	<p>3.1 The bidder will not be permitted to take advantage of any errors or omissions in the Tender Inquiry. Should such errors or omissions occur, the bidder must notify the HIT accordingly well in time.</p>
4. Cost of Preparation of Bid	<p>4.1 The bidder shall bear all costs related to the preparation and / or submission of the bid, regardless of whether its bid is selected or not. HIT shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
5. Documents Establishing the Eligibility and Qualification of the Bidder	<p>5.1 The bidder shall furnish documentary evidence of its status as an eligible and qualified bidder using the Annexure attached at Annexure (A-J).</p> <p>5.2 A bidder and his firm should not be blacklisted / defaulted and should provide a “Non Blacklisting / Non Defaulting / Suspended / Debarred” by any Govt / Semi Govt Organization within or outside Pakistan. Certificates (Affidavit on judicial stamp as per specimen attached at Annexure “G” duly attested by Notary Public / equivalent be provided.</p> <p>5.3 <u>For Local Bidders only.</u> Only FBR registered suppliers / persons who are on Active Taxpayer List (ATL) of FBR are eligible to supply goods to government departments. Documentary Evidence is to be attached.</p> <p>5.4 <u>Country of Origin.</u> UK / USA or Western European except India, Israel, Taiwan.</p> <p>5.5 <u>Conformance to Technical Specifications.</u> Conformance to fulfill the given technical specifications must be highlighted in the technical bid.</p>

	<p>5.6 Following documents must be provided along with Technical Bid:-</p> <p>a. <u>OEM Certificate</u>. Bidders will provide the OEM Certificate along with the technical offer.</p> <p>b. <u>OEM / Principal's Performa Invoice</u>. OEM / Principal's Proforma Invoice (in original) duly signed must accompany with the offer.</p> <p>c. <u>Agency Agreement</u>. Firm will provide valid agency agreement with OEM to provide quoted parts / spares.</p> <p>5.7 Confirmation of the validity period of the quote, delivery period and warranty period will be provided with the technical bid.</p> <p>5.8 Confirmation of the part numbers and nomenclatures of required parts along with softcopy of same in MS Excel format to fulfill the technical specifications related to each item must be highlighted in the technical bid.</p>
6. Technical Bid Format and Content	6.1 The bidder is required to submit Technical Bid, filling the "Technical Specifications" using the standard template provided in Annexure "D" of the Tender Inquiry.
7. Price Schedule	<p>7.1 Over writing and cutting of any nature in the quotation will not be accepted</p> <p>7.2 Quoted / Offered price must be inclusive of packing, handling and delivery charges, etc (as applicable).</p> <p>7.3 Quoted / Offered price must be inclusive of all applicable taxes at the time of tendering including GST etc, mentioned separately.</p>
8. Bid Security	<p>8.1 All Firms participating in the tender will deposit upto 2% bid security of total quoted value in the shape of CDR / Bank Guarantee addressed to Director Procurement Heavy Industries Taxila. The bid security will be provided in Original by the firms in commercial envelope with clear mentioning of the same in the technical quotation without indicating the amount of bid money, failing which the bid will stand rejected. The bid securities will be returned as under:-</p> <p>a. <u>Unsuccessful Bidders</u>. Within 15 days of completion / announcement of the bid evaluation result.</p> <p>b. <u>Successful Bidders</u>. Upon submission of Performance Bank Guarantee.</p> <p>Note: Upto maximum of 2%.</p>
9. Bid Validity Period	9.1 Bids shall remain valid for the period specified in the Bid Data Sheet (BDS) attached as Section 3. A bid valid for a lesser than the required period will be rejected by HIT and rendered being non-responsive.
10. Extension of Bid Validity Period	<p>10.1 In exceptional circumstances, prior to the expiration of the bid validity period, HIT may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing, and shall be considered integral part of the bid.</p> <p>10.2 If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid and shall also extend</p>

	<p>the bid bond accordingly.</p> <p>10.3 The bidder has the right to refuse to extend the validity of its bid, in which case, the bid shall not be further evaluated without any penalty to the bidder.</p>
11. Amendments in Bids	<p>11.1 At any time prior to the deadline of bid submission, HIT may for any reason, such as in response to a clarification requested by a bidder may modify / amend the contents of the bidding documents on the PPRA website / Newspapers. Amendments will be made available to all prospective bidders.</p> <p>11.2 If the amendment is substantial, HIT may extend the deadline for submission of bid to give the bidders reasonable time to incorporate the amendment into their bids.</p>
C. Submission and Opening of Bids	
12. Submission	<p>12.1 The bidder shall submit duly signed and complete bid comprising the documents and annexure in accordance with requirements given in the Bid Data Sheet (BDS) attached at Section 3.</p> <p>12.2 The bid shall be signed by the bidder or person(s) duly authorized by the bidder.</p> <p>12.3 Bid will be enclosed in separate sealed envelopes marked as “TECHNICAL BID PART-I WITHOUT PRICE” and COMMERCIAL BID (PART-II) WITH PRICE” written in BLOCK CAPITAL LETTERS, both placed in a single large envelope bearing complete details of the tender inquiry as under:-</p> <p style="text-align: center;"><u>REGISTERED</u></p> <p style="text-align: center;"><u>BID NUMBER. 5651/Laser Lab/RT-3099/X/2020-21/FOB/CP/</u></p> <p style="text-align: center;"><u>ARDIC/Proc Dated 13 NOVEMBER 2020</u></p> <p style="text-align: center;"><u>TO BE OPENED ON 1100 HOURS ON 16 DECEMBER 2020</u></p> <p style="text-align: center;"><u>In the Name of ASSISTANT DIRECTOR (PROCUREMENT)</u></p> <p style="text-align: center;"><u>HEAVY INDUSTRIES TAXILA GATE No. 5</u></p> <p style="text-align: center;">FROM M/s _____</p> <p>Note: - Postal Order for Rs. 1,000/- (Rupees One Thousand) in favour of Managing Director ARDIC HIT Taxila Cantt, will invariably be enclosed with the technical offer, failing which the bid will be ignored.</p>
13. Deadline for Submission of Bids and Late Bids	<p>13.1 Bids must be received by HIT in the above mentioned manner and not later than the date and time specified in the Bid Data Sheet attached as Section 3.</p> <p>13.2 HIT shall not consider any bid that is received after the deadline for the submission of bids.</p>
14. Withdrawal, Substitution, Modification of Bids	<p>14.1 A bidder may not withdraw, substitute or modify its bid after submission of the bid.</p>
15. Bid Opening	<p>15.1 HIT will open the bid in the presence of Board of Officers formed by HIT with at least of two (2) members.</p>

D. Evaluation of Bids	
16. Confidentiality	<p>16.1 Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall only be disclosed to concerned bidders.</p> <p>16.2 Any effort by a bidder or anyone on behalf of the bidder to influence HIT in the examination, evaluation and comparison of the bids or contract award decisions, may at HIT's discretion, result in the rejection of his bid and subsequently be subjected to punitive action.</p>
17. Evaluation of Bids	<p>17.1 Evaluation of bids will be undertaken as under:-</p> <ol style="list-style-type: none"> a. Preliminary Examination including Eligibility. b. Arithmetical check and ranking of bidders who passed preliminary examination by past experience. c. Qualification assessment (if pre-qualification was not done). d. Evaluation of Technical Bids. e. Evaluation of Commercial Bids.
18. Evaluation of Eligibility and Qualification	<p>18.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility / Qualification requirements specified in the Section 4 (Bid Evaluation Criteria).</p>
19. Evaluation of Technical Bids and Prices	<p>19.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the Bid Data Sheet and other Tender Inquiry documents. When necessary, and if stated in the Bid Data Sheet, HIT may invite technically responsive bidders for clarifications related to their bids.</p>
20. Clarification of Bids	<p>20.1 To assist in the examination, evaluation and comparison of Bids, HIT may, at its discretion, request any bidder for a clarification of his bid.</p> <p>20.2 HIT's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by HIT in the evaluation of the Bids, in accordance with the Tender Inquiry.</p> <p>20.3 Any unsolicited clarification submitted by a bidder in respect to its bid, which is not a response to a request by HIT, shall not be considered during the review and evaluation of the bids.</p> <p>20.4 HIT will provide the responses to clarifications through the mail electronic or paper.</p>

21. Responsiveness of Bid	21.1 If a bid is not substantially responsive, it shall be rejected by HIT and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.
E. Award of Contract	
22. Right to Vary Requirements at the Time of Award	22.1 At the time of award of contract, HIT reserves the right to vary the quantity of goods and / or services, by up to a maximum fifteen per cent (15%) of the total offer, without any change in the unit price or other terms and conditions.
23. Contract Award and Signature	23.1 HIT shall award the contract to the eligible and qualified bidder having best evaluated bid as per requirements of Schedule of Requirements and Technical Specifications attached as Annexure (A to J). 23.2 Within fifteen (15) days from the date of receipt of the contract, the successful bidder shall sign and date the contract and return it to HIT. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the bid security, if any.
24. Payment	24.1 Payment will be made through letter of credit established by nominated bank. 24.2 Payment Terms. <u>Without PSI/Non PSI.</u> 20% Advance 30% on Shipping documents and 50% on CRC
25. Performance Bank Guarantee (PBG)	25.1 10% Performance Bank Guarantee must be provided by the successful bidder within 30 days after signing of the contract by both parties. Note. a. If PBG not provided within stipulated time, letter of advice will be issued to the firm to provide within next 30 Days. If still not provided, another 30 days will be given with deduction in bid security on case to case basis. b. If still after 90 days, PBG is not provided, the contract will be short closed on Risk & Expense (R&E) of the firm along with confiscation of the bid money.
26. Advance Payment and Advance Bank Guarantee	26.1 Maximum upto 20% advance against equal amount of ABG may be given as per procedure in vogue, if given in the IT.
27. Liquidated Damages (LD)	27.1 HIT shall apply Liquidated Damages (LD) for late delivery, damages and/or risks caused to HIT resulting from the contractor's delays or breach of its obligations as per contract. 27.2 In case of firm failure to supply the stores within the stipulated periods, liquidated damages at the rate of 1% - 2% of amount involved per month but not more than 10% of contracted store value or a part there-of will be levied.
28. Training	28.1 Supplier is requested to provide relevant advance level training and certification. Complete manuals including installation / operation / maintenance / trouble shooting / calibration be provided in soft and hard form. 28.2 Comprehensive Operational / trouble shooting / calibration /

	<p>Maintenance training be conducted from authorized representative of OEM in HIT premises.</p> <p>28.3 Training duration and level should be mentioned clearly in Technical Proposal. Complete expenses of training would be borne by the supplier.</p>
29. Installation & Commissioning	29.1 Supplier will supervise installation / commissioning of machine at purchase premises and impart training regarding programming, operation, maintenance and calibration of equipment free of cost.
30. Warranty Guarantee	30.1 Warranty period will be confirmed by Supplier as mentioned in Bid Data Sheet of Section 3.

SECTION -3. BID DATA SHEET (BDS)

The following data for goods or services to be procured shall complement, supplement, or amend the provisions in the **Tender Inquiry**. In the case of conflict between the instructions to bidders, the bid data sheet, and other annexes or references attached to the bid data sheet, the provisions in the bid data sheet shall prevail.

BDS No.	Ref to Section 2 Clause no	Data	Specific Instructions/ Requirements
1.		Language of the Bid	English.
2.		Bidding Method	Single Stage Two Envelope
3.	09	Bid Validity	180 Days (Minimum) if not otherwise specified.
4.	08	Bid Security	Participating firms will deposit bid security upto 2% of total quoted value (Upto maximum of 2%) in the shape of CDR / Bank Guarantee addressed to Director Procurement Heavy Industries Taxila.
5.	26	Advance Payment	Maximum upto 20% advance against equal amount of ABG be given as per procedure in vogue on the request by firm.
6.	26	Liquid and Damages	In case of firm failure to supply the stores within the stipulated periods, liquidated damages at the rate of 1% - 2% of amount involved per month but not more than 10% of contracted store value or a part there-of will be levied.
7.	25	Performance Bank Guarantee	Will be provided equal to 10% the total contract value excluding GST in the form of Bank Guarantee (Specimen enclosed at Section 5) in the name of "CMA Concern" and valid for the period of two year (as per the requirement) after clearance of receipt of stores as per format attached as Annexure "H".
8.		Currency of Bid	United State Dollars (US\$), EURO, GBP and RMB
9.		Pre-Bid Meeting	7 Days before opening of the bid
10.	20	Contact detail for submitting clarification / questions	Assistant Director Procurement, Heavy Industries Taxila dirprocde@hit.gov.pk Fax No. +92-51-9315029
11.	13	Deadline for submission of Bid	Not later than at 1030 hours on 16 December 2020 . No bid will be entertained / considered after 1030 hours on tender opening day
12.	15	Date, time and venue for opening of the Bid	Bids will be opened by Board of Officers on 16 December 2020 at 1100 hours at tendering room of the Procurement Directorate Heavy Industries Taxila in the presence of the available representative of the firms.
13.	17,18	Bid Evaluation	Least Cost Method, Technically Responsive, Eligible

		Method	and Qualified Bid.
14.		Maximum expected duration of the contract	<ul style="list-style-type: none"> ➤ Delivery Period 3 Months after LC. ➤ Instillation 3 Months. ➤ Training as per clause 28.
15.		Delivery Period	Within 3 Months after opening of LC
16.	24	Payment Terms	<u>Without PSI/Non PSI.</u> 20% Advance 30% on Shipping documents and 50% on CRC.
17.	28	Training	Training detail has been given at clause 28.1~28.3 of Section 2.
18.	30	Warranty Guarantee	Warranty period will be remain 2 x Years from the date of issuance of last CRC.

SECTION 4. BID EVALUATION CRITERIA

LEAST COST METHOD EVALUATION CRITERIA

1. **Minimum Eligibility Criteria.** Eligibility and Qualification will be evaluated on a Pass / Fail basis.

Subject	Criteria	Yes/No
Bid security	Submitted as per Tender Inquiry (Section 3 Clause 4)	
Bid validity	As per Tender Inquiry (Section 3 Clause 3)	
Country of Origin	UK / USA or Western, European except India, Israel, Taiwan.	
No Blacklisting / Defaulting	Certificates attached as per (section 2 Clause 5.2)	
Tax Registration Status	Whether registered / Active on the Taxpayer List (ATL) of FBR?	
Required Documentation	Imported items (Section 2 Clause 5.5 and 5.7)	

2. **Qualification Criteria.** Participating firms should meet the following criteria with:-

- a. Minimum 50% score in each and every below mentioned individual category of Performance Evaluation
- b. Minimum 70% score in below mentioned category of Technical Evaluation
- c. The scoring would be done as under:-

Ser	Description	Maximum Points	Passing Marks
Performance Evaluation			
(1)	Financial Soundness	15	7.5
(2)	Past Experience / Record	15	7.5
(3)	Past Performance	20	10
Sub Total		50	25
Technical Evaluation			
(4)	Project's Technical Evaluation Parameters	50	35
Total		100	60
Price: Qualified Bidder, having maximum score in Technical & Performance Evaluation (mentioned above), with Least Cost will be awarded the Contract.			

- d. Further details of criteria for each of the above categories are as under:-

- (1) **Financial Soundness.** Following parameters will be used in qualification criteria:-

Ser	Description	Max Points	Explanation for Marks Obtained	Remarks
(a)	Annual turnover of last 3 x Financial Years	5	<p>Marks will be calculated as per the formula:-</p> $\text{Score} = \frac{(Y1+Y2+Y3)}{(3 * X)} * 5$ <ul style="list-style-type: none"> • Y1,Y2,Y3 respective annual turnovers of last three years • X= Last purchased rate / estimated value of the quoted items available with HIT. 	<ul style="list-style-type: none"> • Third Party generated verifiable audit reports for last three financial years to be provided for minimum of upto US\$ (0.05) Mn • Else Income

(b)	Working Capital of last three years	10	Marks will be calculated as per the formula:- Score = $\frac{(Y1+Y2+Y3)}{(3 * X)} * 10$ <ul style="list-style-type: none"> • Y1, Y2 and Y3 being respective working capitals of last three years. • X= Last Purchase Rate / Estimated value of the quoted items Available with HIT. 	Tax return for last 3 x financial years, fully verified by ITO of the circle.
(c)	Litigation history where decision went against the firm	-	One mark will be deducted for each litigation history, if any, where decision went against the firm	Affidavit on judicial stamp paper
Total		15		

(2) **Past Experience / Past Record**

Ser	Description	Max Points	Explanation for Marks Obtained
(a)	Projects of similar nature and complexity of last five years.	10	5 years (1 mark per contract Max 2 marks per year)
(b)	Status of enlistment with Govt Org (Attested copies of Registration certificate to be enclosed)	5	Full marks will be given on provision of at least 1 x Registration certificate Non Registered firms will be awarded 2.5 gratis Marks
Total		15	

(3) **Past Performance**. Credit marks for past performance shall be awarded on the basis of following criteria (data will be attached duly verified from the concerned procurement agency as per format attached as per Annexure "J").

Ser	Description	Max Points	Maximum Points
(a)	Contracted store supplied beyond DP in last 5 years	2.5	X1 = Total value of last 5 years' contracts. X2 = Total value of last 5 years' contracts completed within DP first go. Formula: Score= $\frac{X2}{X1} * 2.5$
(b)	Quantum of rejections of items in the last 5 years contracts	2.5	X1 = Total value of last 5 years contracts. X2 = Total value of the passed items in first go in the last 5 years' contracts. Formula: Score= $\frac{X2}{X1} * 2.5$
(c)	Timely provision of documents/ bank guarantees / bid security money	2.5	X1 = Total no of contracts concluded in last 5 years. X2 = Total number of timely provided bank guarantees/ bid securities against the total no of contracts in last 5 years. Formula: Score= $\frac{X2}{X1} * 2.5$

(d)	No of contracts / items still pending beyond DP	5	1 x mark would be deducted for each contract in hand, which is pending beyond DP over 2 months
(e)	Risk and Expense action against firm approved	2.5	0.5 x marks will be deducted against each Risk and Expense action approved
(f)	Response to HIT Procurement queries /problems	5	½ x mark will be deducted for each advice letter issued to the firm 1 x mark will be deducted for each warning letter issued to the firm
Total		20	

(4) **Project Technical Evaluation Parameters**

Ser	Description	Max Points	Remarks
(a)	Country of origin of equipment • UK / USA or Western, European except India, Israel, Taiwan.	5	
(b)	Compliance to manufacture standard ANSI / ASTM / OSHA / EU std -10 GB / Equivalentents - 5	10	
(c)	Conformance to specifications with details 100% - 80%	10	
(d)	Ease of operations /Reliability /Robustness of equipment	5	
(e)	Provision of IBS spares – Reserve spares	5	
(f)	Provision of necessary literature – installation / operation / maintenance manual	5	
(g)	Provision of additional features / OEM inspection criteria	5	
(h)	Provision of safety features	5	
Total		50	

SECTION 5: FORM OF PERFORMANCE BANK GUARANTY

BANK GUARANTEE FOR PERFORMANCE ON JUDICIAL STAMP PAPER OF Rs. 100/- OR AS SUITABLE TO THE AMOUNT OF BANK GUARANTEE

- (i). Contract no. _____ dated _____
(ii). Name of the Firm _____
(iii). Address of Firm/Contractor _____
(iv). Name of Guarantor _____
(v). Address of Guarantor _____
(vi). Amount of Guarantee US\$, EURO, RMB. _____ (_____)
(in words)

(vii). Date of Expiry of Guarantee _____
To: The President of Islamic Republic of Pakistan through the Controller Military Accounts (DP)
Rawalpindi / Controller Military Accounts (HIT)

Sir,

1. Whereas your good self have entered into Contract No. _____ dated _____ 2020 with Messer's _____
(Full Name and Address) hereinafter referred to as our customer and that one of the conditions of the contract is the submission of unconditional Bank Guarantee by our customer to your good self for a sum of US\$, EURO, RMB. _____ (as applicable) _____
2. In compliance with this stipulation of the contract, we hereby agree and undertake as under:-
- a. To pay to you unconditionally on demand and/or without any reference to our customer an amount not exceeding the sum of US\$, EURO, RMB. _____ (as applicable) _____ as would be mentioned in your written Demand Notice.
 - b. To keep this Guarantee in force till _____
 - c. That the validity of this Bank Guarantee shall be kept on clear year ahead of the original/extended delivery period or the warranty of the Store whichever is later in duration on receipt of information from our customer i.e. M/s _____ or from your office. Claim, if any must be duly received by us on or before this day. Our liability under this Bank Guarantee shall cease on the closing of Banking hours on the last date of the validity of this Bank Guarantee. Claim received thereafter shall not be entertained by us whether you suffer a loss or not. On receipt of payment under this Guarantee, this document i.e. Bank Guarantee must be clearly cancelled, discharged and returned to us.
 - d. That we shall inform your office regarding termination of the validity of this Bank Guarantee one clear month before the actual expiry date of this Guarantee.
 - e. That with the consent of our customer you may amend/alter any term/clause of the contract or add/delete any term / clause to / from this contract without making any reference to us. We do not reserve any right to receive any such amendment /alternation or addition /deletion provided such like actions do not increase our monetary liability under this Bank Guarantee which shall be limited only to US\$.
(_____)
 - f. That the Bank Guarantee herein before given shall not be affected by any change in the constitution of the Bank or Customer / Seller or Vendor.
 - g. That this is an unconditional Bank Guarantee, which shall be en-cashed on sight on presentation without any reference to our Customer/Seller or Vendor.

Dated: _____

Guarantor

(Bank Seal and Signatures)

SECTION 6: OUTLINE FORM OF THE CONTRACT

FOB		
Clause No	Subject	
1.	Schedule of Stores to be supplied	
2.	General Conditions	
3.	Terms of Payment	
4.	Payment (Local Currency)	
5.	Banking Expenses / Charges	
6.	Performance Bank Guarantee	
7.	Supplier Warranty	
8.	End User Certificate	
9.	Export License / Permit	
10.	Insurance	
11.	Inspection	
12.	Arbitration	
13.	Force Majeure	
14.	Failure and Termination	
15.	Progress Report	
16.	Amendment/Modification to the Contract	
17.	Current Production	
18.	Shipment	
19.	Shipping Documents	
20.	Survey of Consignment	
21.	Taxes / Duties	
22.	Clearance	
23.	Quantity Discrepancy	
24.	Clearance of Stores imported Against Rejected/Defective Stores	
25.	Disposal of Excess Stores	
26.	Secrecy	
27.	Commission	
28.	Legal/Official Address	
29.	Correspondence	
30.	Packing and Marking Instruction	
31.	Language	
32.	Coming into Force	
33.	Integrity Force	

BID SUBMISSION FORM

Name of Bidder: _____ **Date:** _____

Name of Bidding Firm: _____

BID NUMBER: _____

I the undersigned, offer to supply the _____ and related goods / services required for the _____ in accordance with your Invitation to Bid No. _____.

I hereby submit my bid, which includes Technical Bid and Commercial Bid/Price Schedule.

I certified that I/my CEO, his partners and my firm, named -----:

- a. have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any Govt or any other organization
- b. have not been blacklisted from any govt or any other organization
- c. have no conflict of interest in accordance with Instruction to Bidders

I declare that all the information and statements made in this bid are true and I accept that any misinterpretation or misrepresentation contained in this bid may lead to my and my firm disqualification from this tender.

I offer to supply the _____ and related goods / services in conformity with the bidding documents.

My bid shall be valid and remain binding upon me for the period specified in the Bid Data Sheet.

I understand and recognize that you are not bound to accept any bid you receive.

I, the undersigned, certify that I am duly authorized by _____ to sign this bid and bind it should HIT accept the bid

Name: _____

Title: _____

Date: _____

Signature: _____

(Stamp with official stamp of the bidder)

BIDDER INFORMATION FORM**(If Firm is not previously registered itself / alongwith OEM)**

Name of the Bidder	
Name of the Bidding Firm	
Address	
Tel Number	Line Cell
Bidder Registration Status with other Organizations	Permanent Registered with ----- Provisional Registered with ---- Not Registered
Status of Firm	Manufacturer/Stockiest/Importer, etc
Bidder Authorized Representative	Name: Cell Number:
Contact Person for Firm	Name: Cell Number:
Number of Employees with Firm	
Any Certification Held with Firm with Validity Period	
Bidder Email Address, if any	
Fax Number, if any	
OEM of Firm by whom store is manufactured	
Principal of Firm from whom store will be provided	

PERFORMANCE EVALUATION FORM

Name of Bidder: _____ Date: _____

BID Number: _____

- a. Participating firms would be assessed against following under mentioned parameters with minimum score mentioned against each (50% score in each Performance, 70 % in Technical category and minimum 60% aggregate score of all categories).

Ser	Description	Maximum Points	Passing Percentage	
Performance Evaluation				
(1)	Financial Soundness	50	15	50 %
(2)	Past Experience / Record		15	50 %
(3)	Past Performance		20	50 %
(4)	Projects Technical Evaluation parameters	50	-	70 %
Overall Total		100	100	60 %

- b. **Performance Evaluation (Financial Soundness)**

Category	FY ---	FY ---	FY ---	Average of 3x Years
Rs/ US Dollar/Others (Tick any)				
Annual Turn Over per Year				
Information from Balance Sheet				
Annual Working Capital				
Current Assets(CA)				
Current Liabilities(CL)				
Total Assets(TA)				
Total Liabilities(TL)				
Information from Income Sheet				
Total/Gross Revenue(TR)				
Profit Before Taxes(PBT)				
Net Profit				
Current Ratio				

- c. **Past Experience / Record.** To provide the following along with detail of contracts which are completed / running concluded by your firm with Govt / Semi Govt organization

Name of Organization	Contract Year	Contract Amount	Status of Completion

- d. **Past**

- e. **Performance.** Satisfactory Performance Certificate to be provided from organizations where business mentioned at para c has been carried out as per specimen attached at Annexure "J".

Name of Organization _____

Name of Bidder _____

Authorized person of Organization _____

Authorized person of Firm _____

Signature

Signature

We have attached a copy of the above referenced contracts signed by both partner

FORMAT OF TECHNICAL BID WITHOUT PRICE

I offer following item(s) / Store(s) in response to your TENDER INQUIRY

Bid No. 5651/RT-3099/X/2020-21/FOB/CP/ARDIC/Proc Dated 13 November 2020

Subject: Procurement of Beams Profiler and Spectrometer for “Lasers and Photonics Innovation Centre”

Ser No	Specification	Nomenclature	Accounting Unit Numbers / Kgs / Liters / Packet / Box)	Quantity	Remarks
1.	<ul style="list-style-type: none"> • Wavelength Ranges from 200 to 2700 nm • For Near-Gaussian Beams from $\varnothing 2.5 \mu\text{m}$ to $\varnothing 9 \text{mm}$ • Scanning-Slit and Knife-Edge Operating Modes • High-Precision Analysis of Near-Gaussian Beam Quality • Reconstructs 2D and Pseudo 3D Spatial Power Distribution • Single Stand-Alone Measurement Head • Characterizes Continuous Wave or $>10 \text{Hz}$ Pulsed Laser Emission • Scanning Speeds from 2 to 20 Hz • Integrated Power Meter • Dynamic Range of 78 dB • Low-Noise Amplifier • High-Speed USB 2.0 Interface to PC <p>Software Features</p> <ul style="list-style-type: none"> • Multiple Beam Measurement and Analysis Options <ul style="list-style-type: none"> ○ Cross-Sectional X and Y Profiles at Adjustable Locations ○ 2D Power Density Diagram with Elliptical Beam Fit, Flexible 3D Graph ○ Plots of Total Beam Power as a Function of Time ○ Analysis of Centroid Position Drifts ○ Pass/Fail Analysis • User-Configurable GUI with Multiple Display Options <ul style="list-style-type: none"> ○ Versatile Graphical Interface with Easy-to-Adjust Sub-Windows ○ Configurable Profile Colors • Hot pixel and Ambient Light Corrections for Higher Accuracy. • Image and Text File Output with 	M2MS-BP2019 IR (M) or equivalent Scanning-Slit Optical Beam Profiler	Nos	01	

	<p>Sequential Saving Option.</p> <ul style="list-style-type: none"> • Module for Automated M² Beam Quality Measurements (Requires M² Measurement Extension Set). • Comprehensive operational /troubleshooting/ maintenance training be conducted from authorized representative of OEM in HIT premises. • Software warranty period as per OEM, or minimum 3 x years. 				
2.	<ul style="list-style-type: none"> • Wavelength range: 200nm-10600nm approx. • Comprehensive operational / troubleshooting / maintenance training be conducted from authorized representative of OEM in HIT premises. 	Laser Spectrometer / Laser Spectrum Analyzer (Single or Multiple)	Nos	01 (01 each In Case of Multiple Spectrometer)	
3	<p>Visible light Transmission < 20 Optical Density: 4+ Wavelength large: (870 to 1600nm)</p>	LG2C or equivalent Laser Safety Goggles Modern Style	Nos	05	
4	<ul style="list-style-type: none"> • (410nm-2.4µm) • Comprehensive operational / troubleshooting / maintenance training be conducted from authorized representative of OEM in HIT premises. 	Tunable Laser System	Nos	01	
5	<ul style="list-style-type: none"> • Comprehensive operational / troubleshooting / maintenance training be conducted from authorized representative of OEM in HIT premises. • Software warranty period as per OEM, or minimum 3 x years. 	Photonics devices and systems modeling software	Nos	01	

Name of Bidder: _____

|

Authorized Signature _____

Name of Authorized signatory: _____

PRICING SCHEDULE (COMMERCIAL BID)

I offer following price of item(s) / Store(s) in response to your TENDER INQUIRY 5651/RT-3099/X/2020-21/FOB/CP/ARDIC/Proc Dated 13 November 2020 as per the following:-

Bid No. 5651/RT-3099/X/2020-21/FOB/CP/ARDIC/Proc Dated _____ 2020

Subject: Procurement of Beams Profiler and Spectrometer "Lasers and Photonics Innovation Centre"

Ser No	Specification	Nomenclature	Accounting Unit Numbers / Kgs / Liters / Packet / Box)	Quantity	Unit Price	Tax per Item	Total Price
1.	<ul style="list-style-type: none"> • Wavelength Ranges from 200 to 2700 nm • For Near-Gaussian Beams from $\varnothing 2.5 \mu\text{m}$ to $\varnothing 9 \text{mm}$ • Scanning-Slit and Knife-Edge Operating Modes • High-Precision Analysis of Near-Gaussian Beam Quality • Reconstructs 2D and Pseudo 3D Spatial Power Distribution • Single Stand-Alone Measurement Head • Characterizes Continuous Wave or $>10 \text{Hz}$ Pulsed Laser Emission • Scanning Speeds from 2 to 20 Hz • Integrated Power Meter • Dynamic Range of 78 dB • Low-Noise Amplifier • High-Speed USB 2.0 Interface to PC <p>Software Features</p> <ul style="list-style-type: none"> • Multiple Beam Measurement and Analysis Options <ul style="list-style-type: none"> ○ Cross-Sectional X and Y Profiles at Adjustable Locations ○ 2D Power Density Diagram with Elliptical Beam Fit, Flexible 3D Graph 	M2MS-BP2019 IR (M) or equivalent Scanning-Slit Optical Beam Profiler	Nos	01			

	<ul style="list-style-type: none"> ○ Plots of Total Beam Power as a Function of Time ○ Analysis of Centroid Position Drifts ○ Pass/Fail Analysis <ul style="list-style-type: none"> ● User-Configurable GUI with Multiple Display Options <ul style="list-style-type: none"> ○ Versatile Graphical Interface with Easy-to-Adjust Sub-Windows ○ Configurable Profile Colors ● Hot pixel and Ambient Light Corrections for Higher Accuracy. ● Image and Text File Output with Sequential Saving Option. ● Module for Automated M² Beam Quality Measurements (Requires M² Measurement Extension Set). ● Comprehensive operational /troubleshooting/ maintenance training be conducted from authorized representative of OEM in HIT premises. ● Software warranty period as per OEM, or minimum 3 x years. 						
2.	<ul style="list-style-type: none"> • Wavelength range: 200nm-10600nm approx • Comprehensive operational / troubleshooting / maintenance training be conducted from authorized representative of OEM in HIT premises. 	Laser Spectrometer / Laser Spectrum Analyzer (Single or Multiple)	Nos	01 (01each In Case of Multiple Spectrometer)			
3	Visible light Transmission < 20 Optical Density: 4+ Wavelength large: (870 to 1600nm)	LG2C or equivalent Laser Safety Goggles Modern Style	Nos	05			
4	<ul style="list-style-type: none"> • (410mm-2.4µm) • Comprehensive operational / troubleshooting / maintenance training be conducted from authorized representative of OEM in HIT premises. 	Tunable Laser System	Nos	01			

5	<ul style="list-style-type: none"> Comprehensive operational / troubleshooting / maintenance training be conducted from authorized representative of OEM in HIT premises. Software warranty period as per OEM, or minimum 3 x years. 	Photonics devices and systems modeling software	Nos	01			
---	--	---	-----	----	--	--	--

Detail of taxes be mentioned clearly including GST, etc

Other expenditures, if any like Insurance, Freight and inland transportation should be mentioned separately.

Expenditures like PSI / Training / Civil works etc if included may be mentioned separately

Name of Bidder: _____

|

Authorized Signature _____

Name of Authorized signatory: _____

FORM OF BID SECURITY

To,
 (DIRECTOR PROCUREMENT)
 HEAVY INDUSTRIES TAXILA CANTT

Whereas M/s _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Tender Inquiry number. 5651/RT-3099/X/2020-21/FOB/CP/ARDIC/Proc dated _____ November 2020 to supply of Procurement of Procurement of Beam Profiler and Spectrometer "Lasers and Photonics Innovation Centre" (hereinafter called "the Contract"). As per Tender clause the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of **2%** of the quoted amount as a Security for compliance with the Supplier's performance obligations in accordance with the Tender.

And whereas we have agreed to give the supplier a Guarantee:

Therefore, whereby a firm that we are Guarantors and responsible to you, on behalf of the supplier, a total of **Amount_____00** (US\$, EURO, RMB._____) and we undertake to pay you upon your first written demand declaring supplier to be in default under the or argument, any sum or sums within the limits of **Amount_____00** (US\$, EURO, RMB_____) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of _____, 2020.

Signature and Seal of the
 Guarantors/ Bank Address: _____

OR

(As per Sample of CDR)

YOUR NAME HERE
 123 MAIN STREET
 YOUR TOWN, PROVINCE
 POSTAL CODE

DATE D D M M Y Y Y Y
 D D M M Y Y Y Y

001

Pay to the order of Director Procurement (HIT) Rs. _____

YOUR BANK NAME HERE
 235 MAIN STREET, TOWN, PROVINCE, POSTAL CODE

Rupees

Mémo

⑈00 ⑆⑈ ⑆000000⑈000⑆ 000000⑈⑆

AFFIDAVIT

NO BLACKLISTING / NO DEFAULT CERTIFICATE

It is certified that M/s _____ have never been blacklisted / defaulted with any Govt / Semi Govt / Defence Organization within or outside Pakistan.

(Designation, Signature & Stamp)

CONSIGNEE RECEIPT CERTIFICATE

It is certified that stores against contract no. _____
_____ dated _____ 2020 have been received and item/
quantity _____ has been taken on ledger charge vide CRV No _____
_____ and there is no discrepancy.

Station: Taxila Cantt

Dated : _____

Signatures of issuing authority

DETAIL OF THE CONTRACTS

S.No	Contract No	Value	Organization	DP	Store delivered (within DP /pending beyond DP)	Value of accepted items in first go	Provision of Bank Guarantee within timeline of contract (Yes/No)	Risk and expense against the firm (if any)	Response to the Organization	Verification from procurement agency is attached
1										
2										
3										
4										

Note: - It is certified that above mentioned data is correct and verified from concerned procuring agency / organization. In case any information found wrong / hidden, firm may be disqualified and suitable punitive action may also be taken including confiscation of bid security money.

