

BIDDING DOCUMENT

**Contract for Purchase and installation of
CCTV cameras for the year 2019-20 at**

THQ HOSPITAL BUREWALA

INVITATION FOR BIDS

The THQ hospital Burewala has received budget from Government of Punjab. It is intended that part of the proceeds of this budget will be applied to eligible payments under the contract for supply of following items:

Tender no	Name of item	Description	Quantity
16/2019-20	CCTV cameras	Installation of CCTV cameras with all its accessories.	16

- The THQ hospital Burewala now invites sealed bids from eligible bidders, Manufacturers, authorized Sales & Service Dealers for the supply of above mentioned items.
- Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the Punjab Procurement Rules PPRA 2014 (amended Jan 2016), and is open to all eligible bidders as defined in the bidding document.
- Interested eligible bidders may obtain bidding documents and further information from the office of **procurement officer** THQ hospital, Burewala, on submission of written application along with payment of non-refundable fee of RS. 1000/- (One Thousand Only). Bidding documents are available **till 14-12-2019 up to 11:00 am** from office of Procurement Officer, THQ Hospital, Burewala.
- Bidding documents are also available on Punjab Procurement Regulatory Authority website (www.ppra.punjab.gov.pk) until the closing date for the submission of bids.
- Sealed Bids must be delivered to the above office **on or before 12:00 p.m. on 14th December, 2019** and must be accompanied by a **Bid Security** in the form of CDR, Pay Order, Demand Draft, or Banker's Cheque from a Scheduled Bank of Pakistan.
- Bids will be opened in the presence of bidders' representatives who choose to attend at **12:30 pm on the same date** in the Office of The **Medical Superintendent THQ Hospital BUREWALA** on the closing date.
- The bidders are requested to give their best and final prices as no negotiations are expected.
- Taxes will be deducted as per applicable government rules and NTN and Sales Tax registration certificate must be provided.

For obtaining any further information or clarifications, please contact at the following.

The Medical Superintendent
THQ Hospital BUREWALA .
Government of Punjab
Tel: 067-3770940

PART 1

INSTRUCTION TO BIDDERS

INTRODUCTION

<p>1. Source of Funds</p>	<p>1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.</p>
<p>2. Eligible Bidders</p>	<p>2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.</p> <p>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.</p> <p>2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).</p>
<p>3. Eligible Goods and Services</p>	<p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the <i>Bid Data Sheet (BDS)</i>, and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>
<p>4. Cost of Bidding</p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data</p>

	Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
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BIDDING DOCUMENTS

5. Content of Bidding Documents	<p>5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> (a) Instructions to Bidders (ITB) (b) Bid Data Sheet (c) Schedule of Requirements (d) Technical Specifications (e) Bid Submission Form (f) Manufacturer’s Authorization Form (g) Price Schedules (h) Contract Form (i) Performance Security Form (j) General Conditions of Contract (GCC) (k) Special Conditions of Contract (SCC) <p>5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.</p>
6. Clarification of Bidding Documents	<p>6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser’s address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding</p>

	documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
7. Amendment of Bidding Documents	<p>7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.</p> <p>7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.</p>

PREPARATION OF BIDS

8. Language of Bid	8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
9. Documents Comprising the Bid	<p>9.1 The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12; (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form	10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
11. Bid Prices	<p>11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices.</p> <p>11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.</p>
12. Bid Currencies	12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's Eligibility and Qualification	<p>13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.</p> <p>13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p>

	<ul style="list-style-type: none"> (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in Pakistan; (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract; (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and (d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
<p>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</p>	<p>14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> (a) a detailed description of the essential technical and performance characteristics of the goods; (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be

	<p>specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and</p> <p>(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<p>15. Bid Security</p>	<p>15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p> <p>15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.</p> <p>15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <p>(b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.</p> <p>15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.</p> <p>15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the</p>

	<p>Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.</p> <p>15.7 The bid security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> (i) to sign the contract in accordance with ITB Clause 32; or (ii) to furnish performance security in accordance with ITB Clause 33.
<p>16. Period of Validity of Bids</p>	<p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>16.2 In exceptional circumstances, the Purchaser 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 (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.</p> <p>16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.</p>
<p>17. Format and Signing of Bid</p>	<p>17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.</p>

	<p>17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>
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SUBMISSION OF BIDS

<p>18. Sealing and Marking of Bids</p>	<p>18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.</p> <p>18.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and (b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2. <p>18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
<p>19. Deadline for Submission of Bids</p>	<p>19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.</p> <p>19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance</p>

	with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids	20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
21. Modification and Withdrawal of Bids	<p>21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p> <p>21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.</p>

OPENING AND EVALUATION OF BIDS

22. Opening of Bids by the Purchaser	<p>22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened</p>
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	<p>to the Bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>22.4 The Purchaser will prepare minutes of the bid opening.</p>
<p>23. Clarification of Bids</p>	<p>23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The 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.</p>
<p>24. Preliminary Examination</p>	<p>24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the</p>

	Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. Qualification & Evaluation of Bids	<p>25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p> <p>25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required.</p> <p>25.4 The Purchaser's financial evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.</p>
26. Contacting the Purchaser	<p>26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.</p>

AWARD OF CONTRACT

27. Award Criteria	<p>27.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p>

28. Purchaser's Right to Vary Quantities at Time of Award	<p>28.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
29. Purchaser's Right to Accept or Reject All Bids	<p>29.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.</p>
30. Notification of Award	<p>30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>30.2 The notification of award will constitute the formation of the Contract.</p> <p>30.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p>
31. Signing of Contract	<p>31.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>31.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.</p>
32 Performance Security	<p>32.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.</p> <p>32.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.</p>
33. Corrupt or Fraudulent Practices	<p>33.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this</p>

	<p>provision, the terms set forth below are defined as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,</p> <p>(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;</p> <p>(b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.</p> <p>33.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.</p>

34. Warranty

15.1 The firm shall maintain the equipment for five years. A comprehensive warranty of one (01) year for complete system will be provided free of cost including parts, labour with additional extended warranty for further four years. The firms shall quote the price for extended warranty of 4-years separately which will be paid annually. The supplier will categorically mention the disposable/consumable items of the equipment good in advance along with the submitted tender, any item declaration as consumable /disposable after the submission of bid/quotation will not submitted.

Execution of Warranty

34.1	A Log Book for the equipment shall be maintained by the Supplier Service Engineer in consultation with the end user department. This will include the name of the equipment, down time, preventive maintenance schedule, replacement of parts, down time etc.				
34.2	The Warranty will start from the date of acceptance of equipment (properly installed, as per contracted specifications and handing over of related documents mentioned in GCC and will last for its warranty period at 95% uptime.				
34.3	The maintenance will be the responsibility of the manufacturer / their agent. An annual optimal uptime of 95% is considered as acceptable level of performance				
34.4	Software and hardware up gradation of the computing system should be carried out as available during warranty period as recommended by the manufacturer				
34.5	Manufacturer / Supplier shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system which may develop at any time during installation, commissioning period				
34.6	Manufacturer will guarantee the availability of spare parts and accessories for the system for ten years.				
34.7	Uptime shall be defined as the time available to the user for doing procedures/ data acquisition and processing during working hours throughout the year except holidays (from 9.00 am to 5.00pm).				
34.8	Manufacturer /Supplier shall check system performance during and after every 4-months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.				
34.9	<p>If the uptime percentage for the measurement period (04-months) shall fall short of 95% the following formula will be applied to determine additional days in the warranty / service contract period.</p> <table data-bbox="581 1755 1422 1866"> <tr> <td data-bbox="581 1755 964 1787">a. 100% - 95%</td> <td data-bbox="964 1755 1422 1787">No Penalty</td> </tr> <tr> <td data-bbox="581 1814 964 1845">b. 95% - 90%</td> <td data-bbox="964 1814 1422 1866">The warranty period will be extended</td> </tr> </table>	a. 100% - 95%	No Penalty	b. 95% - 90%	The warranty period will be extended
a. 100% - 95%	No Penalty				
b. 95% - 90%	The warranty period will be extended				

	<p>by 2.0</p> <p>times the number of days as extra down time.</p> <p>c. 90% - 80%</p> <p>The warranty period will be extended by 3.0</p> <p>times the number of days as extra down time</p> <p>d. Below 80%</p> <p>The warranty period will be extended by 4.0</p> <p>times the number of days as extra down time</p>
34.10	Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.
34.11	The firm will be bound to make arrangements for availability of qualified technical staff in hospital / site for prompt execution/coordination of after sale services.
34.12	Down time will start when the end user/ Staff In-charge notifies the designated service facility verbally or in writing to qualified technical staff of the firm stationed in the Hospital.
34.13	Down time will end once the repairs have been affected and the system is again available for clinical use.
34.14	The firm will provide the recommended preventive maintenance schedule of each of the equipment at the time of delivery.
34.15	The firm will bound to execute the installation/ maintenance according to the installation/ service protocol and will replace the components/ kits recommended by the manufacturers for installation and Periodic Preventive maintenance.
34.16	The scheduled preventive maintenance shall be in accordance with Service Protocol recommended/ advised by the manufacturer.
34.17	Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the hospital

Part-I

Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
ITB 1.1	Name of Procuring Agency: THQ hospital, Burewala. Government of the Punjab
ITB 1.1	Name of Project: Tender # 16/2019-2020 supply and installation of CCTV cameras in hospital.
ITB 1.1	Name of Contract: Supply of CCTV cameras.
ITB 4.1	Name of Purchaser: Procuring Agency THQ hospital, Burewala.
ITB 6.1	For clarification purposes, the Employer's address is: Stadium road, THQ hospital Burewala. Requests for clarification shall be received by the Employer no Later than 5 th Dec, 2019
ITB 8.1	Language of the bid – English

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Bid Price and Currency	
ITB 11.2	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: Burewala city, District Vehari (Punjab)
ITB 12.1	The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids	
ITB 13.2	<ul style="list-style-type: none"> a. Certificate of Incorporation of bidder's firm showing its location and the date of registration etc. b. NTN and GST Registration Certificate
ITB 13.3 (b)	Audited Balance Sheet or Bank Statement for the last 2 financial years (up to December 2016).
ITB 13.3 (d)	<p>Qualification requirements. In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following:-</p> <ul style="list-style-type: none"> a) The Bidder must be a Manufacturer or an Authorized Dealer or service provider for sales & service continuously from last one-year. b) Technical Brochures of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin. c) The bidder must have at least one certified /authorized repair and maintenance set-up.

	<p>d) Description of bidder's own repair & maintenance set-up with the location / addresses of workshops, mobile workshops (if any).</p> <p>e) Authority Letter from the Bidder Company authorizing the relevant person to represent the company.</p> <p>f) If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and a valid authorized dealership certificate from the respective Manufacturer, all such bids will be rejected as nonresponsive.</p>						
ITB 14.3 (b)	A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets.						
ITB 15.1	<p>Amount of Bid Security:</p> <table border="1" data-bbox="493 840 1360 974"> <thead> <tr> <th>Tender</th> <th>Item</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>16/2019-20</td> <td>Cctv cameras</td> <td>Rs.20,000</td> </tr> </tbody> </table> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of medical superintendent THQ hospital, Burewala, Primary & Secondary Healthcare Department having its validity 90 days from the date of opening of bid.</p>	Tender	Item	Bid Security	16/2019-20	Cctv cameras	Rs.20,000
Tender	Item	Bid Security					
16/2019-20	Cctv cameras	Rs.20,000					
ITB 16.1	Bid Validity Period: 90 days after the date of opening of bid.						
ITB 17.1	Number of Copies: Original along with one Copy of the bid. Bids must be accompanied by unit price and total price.						
ITB 18.2 (a)	<p>Address for Bid Submission:</p> <p>Tehsil headquarter hospital, Stadium road, Burewala.</p>						
ITB 18.2 (b)	<p>IFB Title and Number:</p> <p><u>Tender 16/2019-20</u></p>						

	Supply and installation of CCTV cameras
ITB 19.1	Deadline for Bid Submission: 14th December 2019 12:00 p.m
ITB 22.1	Time, Date, and Place for Bid Opening: On 14th December 2019 at 12:30 p.m. at Office of Medical Superintendent THQ Hospital Burewala.

Bid Evaluation	
ITB 25.3	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder.

Contract Award	
ITB 29.1	Percentage for quantity increase or decrease: 15 % of total contract value

Part-I

Section IV. Technical Specifications

KNOCK DOWN CRITERIA - (VENDOR EVALUATION)

(All evaluation parameters defined below are mandatory for compliance)

Sr. No.	Evaluation Parameters	M/S ABC	M/S XYZ
1	Valid Exclusive Authorization / Sole Agent Certificate by the Manufacturer	Yes / No	Yes / No

2	Technical & Engineering capability(As defined for the specific tender in specifications)	Yes / No	Yes / No
3	Certificate from the Manufacturer about the after sales services through agent or itself (In case specifically demanded in the specifications)	Yes / No	Yes / No
4	The performance of the quoted model in local Environment	Yes / No	Yes / No
5	Compliance of Warranty as per tender	Yes / No	Yes / No
	Remarks:	(Eligible/ Not Eligible)	(Eligible/ Not Eligible)

PART – III

KNOCK DOWN CRITERIA - PRODUCT EVALUATION

(All evaluation parameters defined below are mandatory for compliance.)

Item	SPECIFICATION COMPLIANCE /EVALUATION PARAMETERS		
Sr.No			
1	Name of Equipment	Brand	
		Model	

Country of Manufacturer			
Country of Origin of Product/Model Number			
Compliance with defined quality standards			
Specification Compliance features wise:		Remarks	Remarks
Specifications: (The specifications should comply with standards)		Technically Acceptable /Not (Mention the reasons)	Technically Acceptable /Not (Mention the reasons)
Technical Eligibility of Product:		Eligible / Not Eligible	Eligible / Not Eligible
Technical Eligibility of Firm:		Eligible / Not Eligible	Eligible / Not Eligible
BID STATUS:		Responsive/Substantially Responsive/Non Responsive	Responsive/Substantially Responsive / Non Responsive

Installation of CCTV Cameras

GENERAL POINTS

1.0 GENERAL

1.1 General Description:

The CCTV system shall be used for security purpose.

1.2. The specification covers the supply & installation of CCTV system.

1.3. The vendor shall study the specification and satisfy himself thoroughly and shall take full responsibility of the smooth, reliable and safe working.

1.4 .All items of instrument shall be completed in all respects and any instrument not covered in the specification but essential for proper installation, operation and maintenance of the instrument shall be included by the vendor in his offer and the reasons for such inclusion shall be clearly stated.

2.0 SCOPE OF WORK

2.1. The scope of work includes supply & installation of CCTV System as specified in this specification.

2.2. Supply of necessary spares.

2.3. Packaging, forwarding, transport, loading, unloading, precaution against damage during transit etc.

2.4 .Performance Guarantee.

2.5 .Two sets of operation and maintenance manuals

2.6 Test Certificate: Vendor shall provide all necessary test certificates.

3.0 SAFETY

3.1. All equipments items shall be complete with approved safety devices, wherever a potential hazard to personnel exists, and with provision for safe access to personnel to and around the instrument for operational and maintenance functions.

4.0 TIME FOR COMPLETION

4.1 The vendor shall complete supply, and installation of the instrument within one months from the placement of order.

5.0 TEST AND INSPECTION

5.1 Inspection of the equipment will be done at hospital.

5.2 The vendor shall demonstrate all the features of the equipment mentioned in the technical specification.

5.3 The vendor is solely responsible for installation, system operational at hospital

6.0 OPERATION CONDITIONS

6.1 All equipment shall be designed for smooth, efficient and trouble free operation in tropical humid climate of 45 Q C ambient and a humidity of 90%.

6.2 In cases where the offer deviates from the specification, the vendor shall indicate clearly in his offer the specification proposed by him along with details thereof and the reasons for the deviation. Each exception to the specification or other parts of the tender document shall be listed separately by the vendor. If exceptions are not clearly listed they will not be considered by the Procurement agency later.

7.0 DOCUMENTS

7.1 The vendor shall supply the hard and soft copy of Operation and Maintenance manual in duplicate. All necessary literature giving complete technical details shall be provided. He should also provide the test certificates given by manufacturer.

7.2 The vendor shall provide the original DVD/CD of the software.

7.3 The vendor shall furnish a list of users in Pakistan to whom the similar equipment was supplied.

8.0 INSTALLATION

8.1 It is to be noted again that supply & installation of the system with all accessories, auxiliaries, and any item not covered in the specification but essential for proper installation, operation and maintenance of the CCTV System shall be included and executed by the vendor.

8.2 The supply will not be deemed complete until the commissioning trial of the whole system is carried out by the vendor at hospital successfully.

9.0 PERFORMANCE AND GUARANTEE

9.1 All necessary tests shall be carried out at hospital by the vendor to demonstrate whether performance of the instrument conforms to the relevant standards and specifications and meets the functional requirement indicated in the specification.

10.0 WARRANTY:

10.1 The vendor shall provide warranty/guarantee for the entire system for a period of 12 months from the date of commissioning.

10.2 The vendor shall be responsible for routine and breakdown Maintenance and monthly monitoring visit of the equipment during warranty period.

11.0 PAYMENT TERMS

11.1 90 % payment against inspection acceptance delivery and completion of installation / commissioning and balance 10% after the completion of Warranty period.

12.0 CAPABILITY AND EXPERIENCE

12.1 The vendor shall have executed at least two (2) similar kind of work within last one year. The vendor shall submit along the offer the reference list of the similar work. Offers received without the reference list may be rejected.

13.0 PRE-BID DISCUSSIONS

13.1 Before quoting the vendor shall visit hospital with prior appointment for understanding the exact requirement. Tenders quoted without understanding the requirement may be rejected.

14.0 TRAINING

14.1 Vendor shall provide 1 week training about the working of CCTV System and the relevant software to the relevant staff of hospital.

15.0 QUOTATION

15.1 Vendor should submit quotation in PKR only.

CCTV and Networking Solution for Sixteen IP Cameras and after sale services, maintenance and up gradation / changes with respect to listed items for one year

Equipment	Specification	Qty.
16 Chanel Network Video Recorder	<ul style="list-style-type: none">• SmartH.265+/H.265/Smart H.264+/H.264/MJPEG• Up to 256Mbps Incoming Bandwidth• up to 8 MP Resolution for Preview and Playback• 2HDMI/2VGA simultaneous video output• 2 HDD Support , Up to 6 TB Capacity for each HDD• 4K(3840 × 2160) RESOLUTION)	1
5MP CAMERAS (BULLET)	<ul style="list-style-type: none">• Up to 5 megapixel high resolution• Max. 2944 × 1656 @ 20fps• 4mm fixed lens• optional H.265, H.265+, H.264+, H.264• 120dB Wide Dynamic Range• 3D Digital Noise Reduction• 12 VDC & PoE (802.3af) IR range: 50m, 80m, optional• Support on-board storage SD card, up to 128 GB• 4 mm, horizontal field of view: 78° lens• Day &Night IR cut filter• H.264+ Support• Video Bit Rate 32 Kbps to 16 Mbps• Image Sensor 1/2.9" Progressive Scan CMOS• IR Range - up to 80 meters	06
	<ul style="list-style-type: none">• Up to 5 megapixel high resolution• Max. 2944 × 1656 @ 20fps• 2.8 mm fixed lens• optional H.265, H.265+, H.264+, H.264• 120dB Wide Dynamic Range• 3D Digital Noise Reduction• 12 VDC & PoE (802.3af) IR range: 50m, 80m, optional	10

5MP CAMERAS (DOM)	<ul style="list-style-type: none"> • Support on-board storage SD card, up to 128 GB • 2.8 mm, horizontal field of view: 78° lens • Day & Night IR cut filter • H.264+ Support • Video Bit Rate 32 Kbps to 16 Mbps • Image Sensor 1/2.9" Progressive Scan CMOS • R Range - up to 30 meters 	
POE- SWITCHES (8-PORT)	<ul style="list-style-type: none"> • 8*10/100/1000M RJ45 ports+2*1000M RJ45port • Unmanaged PoE Switch • 8 ports support IEEE 802.3af/at • PoE port support AF/AT intelligent recognition, Standard power is 15.4W/port, Maximum power:30W/port • PoE default,1,2(+)/3,6(-), alternative 4,5(+)/7,8(-) • With mounting kits and external power adapter 	03
HARD DISK DRIVE (SURVALANCE)	<ul style="list-style-type: none"> • Health Management Included • Cameras Supported Up to 64 • Load/Unload Cycles 300,000 • Power-On Hours per Year (24x7) 8760 • Warranty, Limited (years) 1 • Interface SATA 6Gb/s • Operating (drive case, max °C) 70 • 8 TB Storage Capacity 	01
WALL MOUNT (DOM CAMERAS)	<ul style="list-style-type: none"> • Material Aluminum alloy • wall mounting bracket with Junction Box 	10
JUNCTION BOX	<ul style="list-style-type: none"> • For Dom and Bullet camera 	16
CAT-6 CABLE	<ul style="list-style-type: none"> • CM 4PR 23AWG 75°C • Category U/UTP CAT6 VERIFIED TO ANSI/TIA-568-C.2 • Material SOLID-Bare Copper • Test Standard ISO/IEC11801、TIA-568-C.2、YD/T1019 • temperature: -20°C - 75°C • Packing Carton • Print 1 meter 	Per Square foot
POWER CABLE	<ul style="list-style-type: none"> • 7/0.29 • Cu/PVC 250/440V • Fire proof 	Per Square foot
U-RACK CABINET	<ul style="list-style-type: none"> • 6U RACK FOR IT EQUIPMENTS 	03

PVC PIPE	<ul style="list-style-type: none">• PVC Pipe for Electrical Wiring.• 1 inch Diameter.	Per Square foot
PVC Duct	<ul style="list-style-type: none">• PVC duct for electrical wiring• 1 inch width	Per Square foot

1. Bid Submission Form

Date: _____

No: _____

To

Medical Superintendent

THQ Hospital Burewala,

Primary & Secondary Health Department

Government of the Punjab

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 5% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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(if none, state "none")

We understand that you are not bound to accept the lowest 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 _____

PRICE SCHEDULE

Equipment	Qty.	Quoted rates
16 Chanel Network Video Recorder	1	
5MP CAMERAS (BULLET)	06	
5MP CAMERAS (DOM)	10	
POE- SWITCHES (8-PORT)	03	
HARD DISK DRIVE (SURVALANCE)	01	
WALL MOUNT (DOM CAMERAS)	10	
JUNCTION BOX	16	
CAT-6 CABLE	Per foot	
POWER CABLE	Per foot	

U-RACK CABINET	03	
PVC PIPE	Per foot	
PVC Duct	Per foot	

SR.#	Name of items	specification	Unit price (Rs.)
1	For purchase and installation of CCTV cameras.	CCTV cameras with all its required accessories including NVR, including cost of warranty for 1 st year. Cost of warranty for	
		2 nd year	
		3 rd year	
		4 th year	
		5 th year	

Part-II

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between *[name of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

2. Performance Security Form

To:

Medical Superintendent

Thq Hospital Burewala.

Primary And Secondary Healthcare Department

Government Of Punjab.

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* 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 _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURITY (Bank Guarantee)

Security Executed on _____ (Date)

Name of Surety (Bank) with Address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____) Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

1. that the Bid Security shall remain in force up to and including the date----- days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
2. that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
3. That in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within----- days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer (Procuring Agency) the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature _____

1. _____ Name _____

_____ Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address