

Bidding Documents

**For removal of faulty Gas boiler and
installation of new Gas boiler (50KW) at
Consulate General of Pakistan, Frankfurt am
Main**

**Tender No TS _____ on PPRA Website
(www.ppra.org.pk)**

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Scope of Bids

The Consulate General of Pakistan in Frankfurt am Main, is interested in acquiring the services of those firms/companies who solely operate in providing services for dismantling of old and installation of new Gas boiler/heating unit.

All interested firms/companies must be registered with approved concerned German authorities and have a good reputation.

Invitation to bids

Consulate General of Pakistan, Frankfurt, invites sealed bids from firms/companies, based in Frankfurt/Germany, for dismantling of faulty Gas boiler/heating unit and installation of new Gas boiler/heating unit (50 kW) at the premises of the Consulate General. Single stage two envelope procedure shall be followed as provided in Public Procurement Rules, 2004, notified by the Government of Pakistan. This advertisement is also available at www.ppra.org.pk

2. Duly completed bidding documents must reach at the address given below on or before October 14, 2022 at 1600 hours and the bids will be opened on same day at 1630 hours. Bidding documents can be requested on the below given email/downloaded from <https://www.pakmissionfrankfurt.de/wp-content/uploads/2022/09/Gas-Boiler.pdf>

Consulate General of Pakistan,
Eschenbachstrase 28, 60596,
Frankfurt am Main
Ph (069)-69867850
Fax (069)-698678517
Email: parepfrankfurt@pakmissionfrankfurt.de

Instructions to Bidders

Bidders are advised to read the following contents of the Instruction to Bidders (ITB) carefully: -

- Bids must be complete in all aspects and submitted in the light of bidding documents within the specified date and time.
- The firm/company must be registered/approved under local German laws.
- The firm/company must have a tax number with the local authorities.
- The mode of payment options should necessarily be part of the offer/quotation, made by the firm.
- Uberweisung would be preferred mode of payment for the Consulate.
- Payment will be made on actual basis on receipt of original invoice.
- Service of the heating unit/boiler will be the sole liability of the firm.
- Warranty period must be part of the offer.
- Unit price, removal of faulty heating unit/boiler and installation of new one, should be the part of the offer.
- The invoice must necessarily be addressed to the Consulate alongwith its address mentioned on it.

Cost of Bidding Documents

- The Bidder shall bear all costs associated with the preparation and submission of his/her bid, and the Consulate shall in no

case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- The bidding documents shall be provided to the interested bidders for a fee of Euros 5 (Five euros only) or it may be downloaded free of cost from the Mission's website (<https://www.pakmissionfrankfurt.de/wp-content/uploads/2022/09/Gas-Boiler.pdf>/tenders) free of cost.

Amendment (s) in the Bidding Documents.

- At any time prior to the deadline for submission of bids, the Consulate General, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).
- All prospective Bidders who have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.
- In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Consulate General, at its discretion, may extend the deadline for submission of bids.

Language of Bid(s)

- All correspondence, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English.

The Governing Rules

- The Bidding procedure shall be governed by the Public Procurement Rules, 2004 issued and amended from time to time, by the Public Procurement Regulatory Authority (PPRA), Government of Pakistan. All related rules are available on PPRA website www.ppra.org.pk

Form of Bid

- The bidding firm/company must provide its complete address, contact details and focal person's details.
- The firm/company must have a tax number with the local authority.
- The project details, including time of completion and cost must be part of the bid.
- The mode of payment options should necessarily be the part of offer/quotation, made by the firm.
- All the interested bidders must be compliant to all relevant local/European Union rules and regulations.

Bidding Procedure

- The bidding procedure is governed under rule 36 "Procedures of Open Competitive Bidding" sub-rule (b) "Single stage – two envelop procedure".
- The bid shall comprise up of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- The relevant envelopes shall be marked clearly as FINANCIAL PROPOSAL and TECHNICAL PROPOSAL in bold and legible letters to avoid confusion;
- At the specified bid opening time/date, initially, only the envelope marked as TECHNICAL PROPOSAL shall be opened;
- The envelope marked as FINANCIAL PROPOSAL shall be retained in the custody of the procuring agency without being opened;

- The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified/requisite requirements;
- During the technical evaluation no amendments in the technical proposal shall be permitted;
- The financial proposals of bids shall be opened publicly at a time, date and venue announced to the interested bidders in advance;
- After the evaluation and approval of the technical proposal, the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.
- The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidder(s); and
- The bid found to be the most advantageous bid, shall be accepted.

Deadline for Submission of Bids

- Bids must be submitted by the Bidders and received by the Procuring Agency on/or before the expiry of deadline. Bids received later than the deadline will be rejected.
- The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Bids

- Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the Bidder.

Withdrawal of Bids

- The Bidder may withdraw its bid after the bid's submission and prior to the deadline/closing time & date prescribed for submission of bids. No bid shall be withdrawn after opening of bids.

Terms and Conditions

- Payment will be made within specified time upon receipt of an original invoice from the company/firm.
- No cash payment(s) will be made to the firm/company.
- The firm/company must have a tax number with the local authorities.
- The mode of payment options should necessarily be the part of offer/quotation, made by the firm.
- All the interested bidders must be compliant to all relevant local/European Union rules and regulations.
- Service of heating unit will be the sole liability of the firm.

Delivery time/schedule

- After completion of the whole bidding procedure, successful /the most advantageous bidder will have to complete the installation and ensure the operationalization of the heating plant/boiler on/before the specified date and time as mutually agreed by the procuring agency and the bidder.

Preparation of the Bids

Preparation of the Bids (To be submitted by firm/company)

- The firm/company must have a tax number with the local authority.

- The Bidder shall completely study the evaluation criteria and an appropriate Price Schedule furnished in the bidding documents, indicating unit price, total price of the item, their general and specific characteristics may be provided.

Bid Price

- The Bidder shall indicate the total bid price of the heating unit, he proposes to supply under the Contract.
- Form prescribed for quoting of prices, should be typed or manually filled with stamp and signatures. Any alteration/correction must be initialed. Every page of the bid is to be signed and stamped at the bottom.
- The Bidder should quote the prices of heating plant as provided in this document. The company/firm must quote only those prices of items which are required. If it is different from the required work, then it shall straightway be rejected.
- The Bidder is required to offer a competitive price. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.
- The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency/Consulate.
- Prices offered should be for the entire period of initial contract period; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.
- While making a price quote, trend/ inflation in the rate in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of services shall be entertained.

Bid Currencies and Supporting Documents

- Prices shall be quoted in Euro.
- The bidders may like to provide the leaflets/brochures/catalogs of quoted products with the bid.

Documentation on Eligibility of Bidders

- Bidder shall furnish, as part of its bid, the documentary evidence mentioned in the eligibility criteria for the Bidder's eligibility and its qualifications to perform the Contract.

Bid Security

- The interested firm/company is not required to submit any amount as bid security.

Submission of Bids

Sealing and Marking of Bids

- The envelope shall be marked as "BID" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bid(s) in separate envelopes. The envelopes shall then be sealed in an outer envelope.
- The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
 - b. bid Reference No. indicated in the Invitation for Bids, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Invitation for Bids for opening of Bids.
- 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 as "non-responsive" or "late".
- If the outer as well as inner envelope is not sealed and marked as required by 1 to 3 above, the Procuring Agency shall assume no responsibility for the bid's misplacement.

- The bids must be delivered by hand or by courier so as to reach the address of the Consulate General on the date and time prefixed in the Invitation for Bids.

Opening and Evaluation of Bids

Opening & Evaluation of Bid by the Procuring Agency

- The “Bids” received, shall be opened by the Procuring Agency publicly in the presence of the Bidders or their representatives who may choose to be present at the Consulate General of Pakistan, Frankfurt on 6th October 2022 at 1630 hours.
- All Bidders in attendance shall sign an attendance sheet.
- Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of the bid in accordance with the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for Bids. The Procuring Agency’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- The Bids shall then be evaluated in terms of compliance of the offered services and technical specifications with the demanded ones.
- The Technically qualified Bids (i.e. compliant to technical requirements and other terms & conditions) shall be opened publicly on a specified date, time and venue. Which shall be communicated to the bidders before opening of bids.
- The Procuring Agency shall open Bid at the announced time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not

in conflict with the Public Procurement Rules, 2004, specifically Rule 28 (Opening of Bids).

- In the Bids, the arithmetical errors shall be rectified on the following basis: -
 - a. 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.
 - b. If the Bidder does not accept the correction of the errors, its bid shall be rejected.
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail.

Rejection of Bids

- The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. The Procuring Agency may upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- Conditional or incomplete bid(s) shall be rejected.
- The bid/bids received with over-writing, cutting and doubtful figure shall be rejected.
- The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.
- Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders who submitted bids.

Re-Bidding

- If the Procuring Agency has rejected all bids, it may call for a re-bidding.

Announcement of Evaluation Report

- Announcement of Evaluation Report will be as per PPR 2004.

Contacting the Procuring Agency

- No Bidder shall contact the Procuring Agency on any matter relating to its bid. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing prior to its opening and announcement of evaluation report.
- Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Queries regarding Bidding Documents

- A prospective Bidder, requiring any clarification(s) on the Bidding Documents, may notify the Procuring Agency in writing at the Consulate's address indicated in the Invitation for Bids. The queries may also be sent via fax, phone or on email. The Consulate shall respond in writing to any request for clarification(s) of the bidding documents, which it receives 5 days prior to, the deadline for submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders who have requested received the bidding documents. It may, however, be noted that queries/clarifications must be sent/forwarded as per timelines mentioned above and any delayed query would in no way result in extension of the last day/time of submission of the bidding documents.

- Address for requesting a clarification or sending query for all correspondence(s) with the Consulate General of Pakistan, Frankfurt, Germany is as under: -

Head of Chancery
Eschenbachstrasse, 28,
60596, Frankfurt am Main
Office No. (069)-69867850
Fax Number (069)-69867851
Email address: parepfrankfurt@pakmissioninfrankfurt.de

Award of Contract

Acceptance of Bid and Award of Criteria

- The Bidder whose bid is found to be the most advantageous bid, if not in conflict with any other law, rule, regulation or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.

Notification of Award of Contract

- Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that his bid has been accepted.
- The notification of award shall constitute the signing of Contract between the Procuring Agency and the successful Bidder.
- The enforcement of the Contract shall be governed by Rule 44 of the PPR-2004.

Signing of Contract

- After the notification of award, the Procuring Agency shall send the successful Bidder the Contract.
- The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document.

- If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract in such situation the Procuring Agency may award the contract to the next most advantageous Bidder or call for new bids.

Evaluation Criteria

The firm/company scoring the highest marks, as per below given criteria, will be preferred.

Evaluation Criteria for Bids (1-5 score, 5 being the highest)

- Where the company/firm is located. *Closer the proximity, higher the marks.* (1-5 score)
- The outreach of the company/firm may also be communicated. (1-5 score)
- Clientage of the form/company (1-5 score)
- Whether the company/firm is registered under the local law (Yes/No). (5/0 score)
- Whether the company/firm is paying tax to the local tax authority (Yes/No). (5/0 score)
- Whether the company/firm will provide routine service of heating unit. (Yes/No) (5/0 score)
- Whether the technician would be available within two hours of complaint (Yes/No). (5/0 score)
- Whether the service of the company/firm will be available on all working days from 0900 to 1700 hours (Yes/No). (5/0 score)
- The business history of the company/firm. (1-5 score)
- The company/firm service charges. (1-5 score)
- Whether the company/firm will provide the service of the heating unit, if immediately required (Yes/No). (5/0 score)

- The rates may be quoted for each item.
- Warranty of the heating unit/boiler may also be communicated.

Agreement for removal of faulty Boiler/heating unit and installation of new Boiler/heating unit

This agreement is made and entered into on _____ between

*Consulate General of Pakistan, (CLIENT AND PROCURING AGENCY)
Echenbach Str. 28, 60596, Frankfurt am Main
www.pakmissionfrankfurt.de
parepfrankfurt@pakmissionfrankfurt.de
Tel.:06969867850, Fax: 069-698678517*

AND

Name of the **COMPANY/FIRM**: _____
 Name of Owner /Official Representative: _____
 Registered Address: _____

 Tel: _____ Fax: _____
 Email: _____

- Whereas, the company/firm agrees to provide services requested by the CLIENT.
- Whereas, the CLIENT agrees to pay the cost for the services rendered on the conditions contained herein and both the parties have agreed on the following terms and conditions:

**Article 1
OBLIGATION OF THE CLIENT**

- 1.1 The CLIENT agrees to pay the required dues for the services received as agreed upon in the agreement.
- 1.2 The CLIENT shall clear all payments within the specified time after the receipt of the invoice.

**Article 2
OBLIGATION OF THE COMPANY/FIRM**

2.1 The COMPANY/FIRM shall ensure that heating unit/boiler would be operating smoothly all the time and will present a complete list of device(s)/equipment that has to be installed and that is to be covered by this agreement. Any revision to the list would be with the mutual consent of both the parties.

2.2 The Company/firm agrees to provide its service of technician in the least possible time.

Article 3

TERMS AND CONDITIONS OF PAYMENT

3.1 Terms of payment will be made upon receipt of an official invoice from the COMPNAY/FIRM. The CLIENT will not pay interest for failure to effect payment as invoiced if more than 30 days elapse the date of payment.

3.2 The COMPNAY/FIRM is obliged to mention the last day of payment on the invoice.

Article 4

DURATION, EXTENSION AND TERMINATION

4.1 This agreement for repair/maintenance is made for twenty-four months (i.e. 2 years) period from the date of signing of this agreement by both parties.

4.2 The contract can be extended beyond the above specified period on satisfaction and mutual consent of both the parties.

4.3 Each party has the right to terminate this agreement by giving thirty (30) days advance written notice to the other party.

Signed on _____ at Frankfurt am Main, Germany

For the COMPNAY/FIRM:

For the CLIENT:

Signed: _____

Signed: _____

Name: _____

Name: _____

Position: _____

Position: _____