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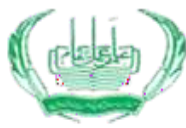
**TENDER NOTICE # 5/2023-24 (PROJECT).**

Sealed Tenders are invited from the GST & Income Tax registered Firms/Distributors/Dealers/Suppliers for the Govt. Sadiq College Women University Bahawalpur as per detail given below for the financial year (2023-24) which may reach the office of the under-signed on or before **25-12-2023** (Monday) till **11:00 A.M** and the opening of the bids will be at the same day at **11:30 A.M** in the presence of the representative of the competitive firms in the office of Convener Purchase Committee. Rates should be quoted on FOR basis.

Sr #	Category	Estimated Cost (Rs.)	5% Security on Estimated Cost (Rs.)
1	<b>Kiln (Medium size)</b> Details of item, Specifications & Quantity are in bidding document.	<b>1,050,000/-</b>	<b>Rs.=52500/-</b>

1. Sealed tenders/bids shall be accepted only against on tender document to be collected from office on payment of Rs.1000/- through Call Deposit/Challan as tender fee (Non-Refundable) OR can be downloaded from the GSCWU website [www.gscwu.edu.pk](http://www.gscwu.edu.pk) or PPRA website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk).
2. Security amount must be deposited equal to **5%** of the estimated cost of the tender in form "Call Deposit Receipt" in favor of Treasurer, GSCWU as earnest money which will be refunded to the un-successful parties. The CDR will be detained of the successful parties till the completion of the contract.
3. Late offers will not be considered. Cutting/overwriting is not allowed.
4. Single stage/two envelops bidding procedure will be adopted as per PPRA Rules 38-2(a). The envelops shall be marked as "TECHNICAL PROPOSAL & FINANCIAL PROPOSAL" in legible letters. The financial proposal of the bids found technically non-responsive shall be returned unopened and shall be returned on the expiry of grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later.
5. Conditional bids may be liable for rejection. Offers with incomplete documentation will be rejected. The Lowest Evaluated/successful bidder shall furnish 5% of total cost of issued work order in shape of CDR / Pay Order (performance security) which will be refunded to the firm after satisfactory supply.
6. Sealed tenders duly completed in all respect must reach the undersigned by courier service/by hand during office hours 08:30 A.M. to 04:30 P.M. except Saturday and Sunday till the closing date and time as mentioned above.
7. The GSCWU reserves the right to cancel/reject all tenders/bids at any time prior to the acceptance of bid or proposal in accordance with rule 35 of Punjab Procurement Rules, 2014. However, the procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids proposals, but shall not be required to justify those grounds.
8. In case of closed/forced holidays/lockdown (as the case may be), tender opening time/date will be considered as the next working day.
9. All terms and conditions given in bidding documents will be applicable.

*Rameeza Ashraf*  
08/12/2023  
Treasurer



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The Government  
Sadiq College Women  
University Bahawalpur Pakistan

**TENDER DOCUMENT**

**FOR PROCURMENT OF KILN FOR THE F.Y. 2023-24 (Project)**



**The Govt. Sadiq College Women University  
Bahawalpur**

**Note:** Please read carefully this tender document and sign & stamp each page.



**SPECIFICATIONS**

Sr. #	Items Description	Quantity	Specifications
1.	Kiln (Medium Size)	01	For the supply of portable gas fired kiln 1200 °C 1. Loading area. Width 2ft, depth 2ft, height 3ft, total 12c/f. 2. Metal body, 2x2 inch angle iron with 18 gauge metal sheet. 3. High alumina insulation brick. 4. 2 inch layer of ceramic fiber. 5. 6 No of injector burner. 6. K type (1200° C) thermocouple with digital indicator. 7. 12x12 inch size 20 no of kiln slab with 50 no of support 8. Fuel Natural gas OR LPG. Complete with all accessories and installation.

**SAMPLE PHOTOS FOR FURNITURE ITEMS**

Annex#	Item Name	Sample Photo
1	Kiln (Medium Size)	

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S.N.	Bid Data Sheet
1.	Name of Procuring Agency:[ <i>The Govt Sadiq College Women University Bwp</i> ] Period for delivery of goods: [within 60 days or the time period given by the bidder in its Technical Bid]
2.	<b>Financial year for the operations of the Procuring Agency:</b> FY: 2023-24 <b>PROJECT:</b> “ <i>STRENGTHENING OF EXISTING FACILITIES, THE GOVT. SADIO COLLEGE WOMEN UNIVERSITY, BAHAWALPUR</i> ”.
<b>Bidding Documents</b>	
4.	<b>The address for clarification of Bidding Documents is</b> [The Treasurer, The Govt. Sadiq College Women University, Bahawalpur Phone No: 062-2284809, Email: purchase@gscwu.edu.pk]
5.	The contractor shall sign and stamp each and every page of the bidding document and will attach it in Technical Bid.
<b>Bid Price, Currency, Language and Country of Origin</b>	
6.	The price quoted shall be in Pakistan Rupee (PKR) The price shall be quoted on FOR basis inclusive all taxes. The price shall be fixed.
7.	Country of Origin: mentioned with specifications (ie local /Pakistan or Equivalent)
<b>Preparation and Submission of Bids</b>	
8.	The firm shall be responsible for 06 (Six) Month warranty period after the Delivery.
9.	Bid shall be submitted to: [ <i>Secretary Purchase Committee</i> ] “Office of the Purchase, The Govt Sadiq College Women University, Bahawalpur”
10.	The deadline for Bid submission is  a) Day: Monday b) Date:[ <b>25-12-2023</b> ] c) Time: [11:00 A.M]
11.	Bid Opening: <b>25-12-2023 @ 11:30 A.M</b> , in the Office of the Purchase.
12.	Amount of Performance Guarantee is: 5% (Five percent) of the contract price. ( <i>Contract amount is usually the Bid price of lowest evaluated Bidder against which a contract is awarded</i> )
13.	Estimated Price is: <b>Rs1050000/-</b> Amount of Bid security is:Rs. = <b>52500/-</b> (fixed amount)
<b>Opening and Evaluation of Bids</b>	
14.	The Bid opening shall take place at: Purchase Office, The Govt. Sadiq College Women University Bwp Time : [11:30 A.M]
<b>Bid Evaluation Criteria</b>	
15.	Criteria to Bid evaluation. [ <i>As per rule-31 of PPR-14, a Procuring Agency is required to formulate evaluation criteria listing all the relevant information against which a Bid is to be evaluated.</i> ]  The Technical bid(s) will be evaluated at the first stage by the Purchase Committee on the basis of the Mandatory requirement and terms and conditions of the bidding document The evaluated bids shall be forwarded to the concerned Technical Evaluation Committee which will evaluate the Technical Bids on the basis of the specified specifications. The Technical evaluation report will be uploaded at PPRA and university website. The contractors will also intimate regarding its technical qualification and disqualification. The financial bids shall be opened of the technically qualified bidders and Bid Evaluation Report shall be uploaded at PPRA website and university website as well.



Evaluation Criteria is as under:-

### MANDATORY REQUIREMENTS FOR EVALUATION

Category	Documents		Status	Points
<b>Mandatory Requirements</b>	1	Tender Fee/CDR (Rs.1000/-) Attach original in Technical Bid		10
	2	Valid CNIC Copy Attach with Technical Bid		05
	3	CDR Copy of Security Fee (Attach with Technical Bid)		05
	4	NTN (Active) / STRN		10
	5	Professional Tax Payer Certificate		05
	6	Relevant 05 Supply Work order Copies Attach Technical Bid (any other Institute/Department)		10
	7	Tender Document Signed & Stamped		05
	8	Financial Offer (Sealed Envelope)		05
	9	Technical Proposal on Company Letter Head		05
	10	Submission of undertaking ( Annex- A and Annex-B on file Attach ( Attach in Technical Bid)		15
	11	Annex –C at Stamp Paper is favors of GSCWU BWP (Rs.100) legal be Attach in Technical Bid)		10

\*minimum 70% marks shall be considered for technical evaluation of bid

Based on conditions listed in this document, applicants not qualifying the mandatory requirements and less than 70% points (70 marks) shall be considered as non-responsive bidder. Similarly, the applicants scoring 70% or more points (in technical evaluation) shall be considered as responsive bidder and the lowest evaluated bidder in financial proposal of technically qualified firm shall be awarded the contract to the lowest evaluated bidder.



**(Annex-A)**

**CERTIFICATE**

**(ON ORIGINAL LETTER PAD OF THE FIRM DULY SIGNED & STAMPED)**

**(To be attached in Technical Bid)**

1. We do hereby affirm that we have read carefully the terms and conditions of tender documents for the purchase of items. We shall abide by all the terms and conditions/Instructions, rules and regulations of Government & GSCWU, Bahawalpur which are and to be applicable.
2. Our firm is not black listed on any ground by any Government (Federal/Provincial/District), on account of submission of false statement and failure to abide by the terms and conditions. In case of false statement, GSCWU may take legal action against contractor.
3. Certified that the prices quoted are not more than the prices charged from any other Government/Purchasing agencies. If prices are found higher or in case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess.
4. Certified that the prices quoted by our firm are inclusive of all taxes and charges of transportation/handling/delivery etc. and no extra charges will be claimed.
5. Certified that the stock is available of the quoted items in the bid and firm is bound to supply in the prescribed period.
6. Certified that the firm will be responsible for the free replacement of items on his own expenses, if the same is found substandard and or at variance with the specifications given in the tender during warranty period

1	Name of Firm	
2	Address	
3	Income Tax No.	
4	Sales Tax No.	
5	Name of bidder	
6	CNIC No.	
7	Signature of bidder	
8	Company/Firm Stamp	
9	Registration Year	
10	Year of paid professional tax	
11	Contact #	
12	E-mail	



(ON ORIGINAL LETTER PAD OF THE FIRM DULY SIGNED & STAMPED) (Annex-B)

(To be attached in Technical Bid)

**Price Reasonability Certificate**

(On letter pad of the firm duly signed & stamped)

I M/S ----- do solemnly declare that "the prices quoted to The Govt. Sadiq College Women University, Bahawalpur are not more than the prices charged from any other Government/Purchasing agencies. If prices are found higher or in case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess".

**Certificate of Availability of Stock Quoted**

(On letter pad of the firm duly signed & stamped)

I M/S-----do solemnly declare that "the stock is available of the quoted items in the bid and firm is bound to supply in the prescribed period"

**Certificate of Physical Features of Quoted Items**

(On letter pad of the firm duly signed & stamped)

I M/S ----- do solemnly declare that "the physical features of quoted products/ items mentioned in the Technical Bid are same as in Financial Bid and Firm is bound to supply without change" and shall provide on-site back-up support during warranty period.

**Certificate of Inclusion of all Taxes and Others**

(On letter pad of the firm duly signed & stamped)

I M/S -----do solemnly declare that "the prices quoted by our firm are inclusive of all taxes and charges of transportation/handling/fixing/ Delivery etc and no extra charges will be claimed.

**Certificate of Free Replacement of Items**

(On letter pad of the firm duly signed & stamped)

I M/S -----do solemnly declare that "the firm will be responsible for the free replacement of items on his own expenses, if the same is found substandard and or at variance with the specifications given in the tender during warranty period".

**Certificate of Non-concealment of Information**

(On letter pad of the firm duly signed & stamped)

I M/S -----do solemnly declare that "the information furnished herein and as per the document submitted is true and correct and nothing has been concealed or tempered with. I have gone through all the conditions of tender and is liable to any punitive action for furnishing false information/document".



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## Bid Form

[To be signed & stamped by the Service Provider/contractor and reproduced on the letter head. To be attached with the **Financial Bid**,

Date: \_\_\_\_\_

To:

### **The Treasurer, GSCWU Bwp**

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, 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, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain /DD in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of 180 days from the date fixed to 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 (*if required*), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Name of Contractor/Firm  
Stamp

\_\_\_\_\_





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**Affidavit**

**(Annex-C)**

*[To be printed on PKR 100 Stamp Paper, in favor of Treasurer GSCWU Bwp. To be attached with  
**Technical Bid**]*

**Name:** \_\_\_\_\_ (Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the [GSCWU, Bwp] of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the [GSCWU, Bwp]. The undersigned further affirms on behalf of the firm that:

- (i) The firm has not been blacklisted by any Department.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

*[Name of the Contractor/ Bidder/ Service Provider]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_



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**Performance Guarantee Form**

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with  
**Technical Bid**]

To,  
Treasurer, GSCWU, Bwp

WHEREAS (Name of the Contractor/ Service Provider)  
\_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in  
pursuance of "INVITATION TO BID FOR THE "PROVISION OF  
\_\_\_\_\_" procurement of the following:

1. [*Please insert details*\_\_\_\_\_].

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank/DD for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee/DD in words in favor of GSCWU BWP and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of \_\_\_\_\_ (Amount of Guarantee/DD) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_



Technical Bid Form\*

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr. No.	Item name	Brand name with Country of Manufacturer	Make	Quantity	Country of Origin	Specifications dimensions

\*the contractor will provide information at this "Technical Bid Form" on its original letter pad.

Stamp & Signature of Bidder \_\_\_\_\_

**Financial Bid Form**

[To be signed & stamped by the Bidder and reproduced on the original letter head. To be attached with Financial Bid]

<b>Sr. No.</b>	<b>Item name</b>	<b>Country of Origin</b>	<b>Brand name, make</b>	<b>Unit price (inclusive of all taxes &amp; duties etc.)</b>	<b>Quantity</b>	<b>Total price (inclusive of all taxes &amp; duties etc.)</b>
Total price in figures (Rs)						
Total price in words						

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

**Stamp & Signature of Bidder** \_\_\_\_\_

**Contract Form (with the lowest evaluated bidder)**

*[To be signed & stamped by the Bidder and reproduced on the letter head and. To be attached with Technical Bid]*

*THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [GSCWU BWP] of (hereinafter called "the Procuring Agency") on the one part and [name of Contractor Provider] of Contractor \_\_\_\_\_] (hereinafter called "the Contractor \_\_\_\_\_") on the other part:*

*WHEREAS the Procuring Agency invited Bids for certain Good, viz., [brief description of Good] and has accepted a Bid by the Contractor Provider for the supply of those Good in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").*

**TERMS AND CONDITIONS**

1. In case of failure to supply/ Installation the Kiln, to the satisfaction of the Technical Committee/Competent Authority, the securities deposited shall be forfeited and the supply order shall be treated as cancelled.
2. Complete material should be supplied/ Installation on \_\_\_\_\_(\_\_\_\_\_) during office hours. The supplier is liable to produce its product as a whole consignment within above mentioned time period (Partial/by parts supply will not accepted). Further extension will subject to LD charges @ 1% of the total value of the supply order per day will be imposed. A maximum penalty of 10% of the total value can be imposed.
3. The item shall be supplied strictly in accordance with specific make, model, design and specification as per satisfaction of Technical Committee and quoted in bid.
4. It must be noted that no deviation will be accepted. Supply should be made as per the quoted specifications.
5. The requisite items will be accepted after inspection by the Concerned Technical Committee. In case the items are not found according to the supply order, these will be rejected and shall have to be removed or replaced by the firm immediately at his own expense. In case of failure to remove /provide/replace the material, penal action will be taken by forfeiting your security deposited and you will be black listed.
6. In case of any faulty material supplied under this contract, the supplier will have to provide compatible replacement within 48 hours from the date of complaint reported to supplier either in writing or any other electronic media within warranty period.
7. The supplier is liable to pay all taxes/government dues.
8. Whereas the agreement is necessary, the firm will execute it subject to the terms & conditions of the University at stamp paper for Rs. \_\_\_\_\_ /- If your firm disagrees with any point, please inform within 5 days after the receipt of this work order otherwise it will be supposed that supply order is accepted by the firm with said terms and conditions.\
9. The payment of the bill will be made after the verification and inspection of the material through the crossed cheque after deducting 5% security or security deposited in shape of CDR for Rs. \_\_\_\_\_ from the total value of bill for 06 Months Warranty which will be released after the verification of end user. The bidder(s) will provide installation (by trained and certified engineers) /replacement/technical training (FOC)/repair of parts alongwith the services at site for all the items during warranty period.
10. The Bill/Invoice should be submitted with Sales Tax invoice along with copy of valid NIC, delivery challan, current financial year professional tax certificate and copy of supply order. Computerized Sales Tax invoice is not accepted.
11. Any matter other than provided in the agreement will be dealt as per PPRA rules 2014.
12. Used or imitative material shall not be accepted by GSCWU Bahawalpur.
13. The payment shall be subject to the satisfactorily inspection report by the concerned committee.



14. In case of any dispute, the decision of worthy Vice Chancellor shall be final.

\_\_\_\_\_ (Contractor name and stamp)

### **Terms and Conditions**

1. After the completion of technical evaluation, the GSCWU Bahawalpur shall inform the date, time and location for opening of the financial proposals.
2. The rates validity of tender will be up to 180 Days from the date of opening of tender.
3. Prices of individual items must be quoted separately inclusive all taxes.
4. The firm should mention make/made/model of offering item clearly in its technical bid in accordance with the required specifications.
5. GSCWU will not pay any reimbursement against any visit of vendor to the office. All expenses will be borne by firm.
6. The bid found without bid security shall be rejected and returned to the bidder.
7. The items supplied must fulfill the required specifications as mentioned in the tender document. The quoted items should be single brand and lowest evaluated bidder will be responsible for the supply, (in all respect).
8. The contractor may visit the place/university before participation in tender.
9. GSCWU will not pay any reimbursement against any visit of vendor to the office. All expenses will be borne by vendor/contractor.
10. The firm shall provide supply order(s) of relevant work/nature from other government department(s) to show its expertise.
11. GSCWU reserves the right to decrease/increase/withdraw the quantity/item without consultation as and when required as per requirement and available budget.
12. The successful bidder shall execute a written agreement just after the award of the work.
13. GSCWU may ask the lowest bidder for any clarification/providing of documents for satisfactory evaluation of offer.
14. On finding substandard quality or lower specification or missing element as and when noticed during process, the security deposited shall be forfeited in favor of the GSCWU. The purchaser also reserves the right to purchase the material from elsewhere without any notice at the risk and cost of the defaulting contractor.
15. The payment shall be subject to satisfaction of all items duly certified by the inspection committee or user or initiator. Findings of the inspection committee will be binding on the supplier.
16. The payment of the bill will be made after the verification and inspection of the material through the crossed cheque after deducting **05% Security (performance security)** from the total value of the



bill till the completion of warranty period which will be released after the verification of end user/ Technical Committee.

17. Conditional bids may be liable for rejection. Offers with incomplete documentation will be rejected.
18. The bidders will attach their respective copies of NTN, sales tax registration certificate, copy of valid CNIC and copy of CDR in technical bid. Copy of paid professional tax also be provided. Taxes will be applicable as per Govt. Rules and Regulations.
19. Where the use of, or a reference to, a brand name or a catalog number is mentioned; such use or reference shall be qualified with the word "OR EQUIVALENT".
20. The supplier is liable to produce its product as a whole consignment within time period mentioned in supply order failing which a penalty shall be imposed.
21. The contractor shall not subcontract or assign its obligations under the contract, in whole or in part. The successful bidder(s) will provide 06 (Six) Months
22. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceeding for any or forgoing.
23. The contractor is advised to observe the safety precautions, any mishap/damage to GSCWU Bwp property due to negligence of contractor or his representative or any of his workers would only be borne by contractor.
24. Procurement shall be governed by the Punjab Procurement Rules, 2014.
25. In case of any dispute, the decision of the Vice Chancellor shall be final.

**Check List**

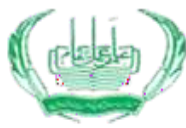
[To be signed and stamped and presented on Bidder's letter head pad] [To be attached in Technical Bid]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents/ Tender Fee.		
2	Active Registration with Income Tax Authorities (National Tax Number NTN)		
3	Copy of active Registration with Sales Tax Authorities (STRN)		
4	At least _____ of similar nature having similar cost or above have been performed / executed in public organization		
5	Technical Bid Form on letter head of the firm duly signed and stamped.		
6	Bid Form on letter head of the firm, duly signed and stamped.		
7	Original CDR/Bank Draft be attached in Financial Bid and copy CDR/Bank Draft be attached in Technical Bid		
8	Performance Guarantee Form on letter head of the firm, duly signed and stamped.		
9	General Information Form on letter head of the firm duly signed and stamped.		
10	Affidavit on non-judicial Stamp Paper of Rs. 100/- (i) The firm has not been black listed from any Department. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department.		
11	i. Work order / supply order / purchase order of previous relevant experience. Attach in technical Bid ii. Company profile. National tax number Certificate, General Sale Tax Number Certificate		

Stamp & Signature of Bidder \_\_\_\_\_





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## **BID SECURITY FORM**

The total bid security amount of Rs. \_\_\_\_\_ in shape of “Call Deposit Receipt” of the Bank \_\_\_\_\_ is attached. The enclosed CDR No. is \_\_\_\_\_.

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**Stamp & Sign  
of contractor**