Bidding Document

For Procurement of Computer Hardware/IT Equipment, Plant & Machinery and Furniture & Fixture for Govt. Polytechnic Institute for Women (GPIW), Sector H-8/1, Islamabad.

Under Project Titled “UP-GRADATION OF GOVERNMENT POLYTECHNIC INSTITUTE FOR WOMEN (GPIW)”
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TENDER NOTICE

Sealed tenders for supply of computer hardware/IT equipment, machinery and equipments, furniture & fixtures under project up-gradation of Govt. Polytechnic Institute for Women, H-8/1, Islamabad during the Financial Year 2020-2021 are invited from the reputed firms located in Islamabad/Rawalpindi having NTN, Sales Tax, Vendor Numbers, as well as the facilities of telephones/fax numbers.

2. Detailed bidding document along with Terms & Conditions for participating in the tender can be obtained from the undersigned (free of cost) on any working day. The same can also be downloaded from the official websites of the PPRA www.ppra.org.pk and website of NAVTTC www.navttc.gov.pk

3. Single stage-two envelopes procedure shall apply. “Technical”&“Financial” Bids in sealed and separate envelope, prepared in accordance with the instructions in the bidding documents, must reach at the office of the undersigned by 28th, September, 2020 up to 11:00 A.M. at Govt. Polytechnic Institute for Women, H-8/1, Islamabad (GPIW). The bids will be opened the same day at 11:30 A.M. The bidders or their authorized representatives may attend the meeting of the purchase committee if they so desire.

4. The Procuring agency reserves right to accept or reject any or all bids under provision of PP Rules-2004 (amended 2020).

Mian Rehan Ahmad
Admin Officer
Tel #: 051 9250697
A. COMPUTER HARDWARE / IT EQUIPMENT

<table>
<thead>
<tr>
<th>S.#</th>
<th>Description</th>
<th>QTY</th>
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<tbody>
<tr>
<td>1.</td>
<td>Dell 6th Gen Intel® Core™ i7 , HDD 500 GB, RAM 4 GB, Dell LCD 19”, Super Drive, other accessories</td>
<td>109</td>
</tr>
<tr>
<td>2.</td>
<td>Dell 6th Gen Intel® Core™ i7 , HDD 500 GB, RAM 4 GB, Dell LCD 19”, Super Drive, other accessories</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Laser jet Printer</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>Laser jet Printer</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Professional Scanner</td>
<td>1</td>
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<tr>
<td>6.</td>
<td>Network switch</td>
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<tr>
<td>7.</td>
<td>Professional Scanner</td>
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<tr>
<td>8.</td>
<td>Dell Power Edge R730 Rack Server</td>
<td>2</td>
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<tr>
<td>9.</td>
<td>KVM Switch</td>
<td>1</td>
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<td>10.</td>
<td>3D CARD</td>
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B. PLANT AND MACHINERY

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<tr>
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<tbody>
<tr>
<td>11. Photocopier</td>
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<tr>
<td>12. UPS</td>
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<tr>
<td>13. Water Dispenser</td>
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</tr>
<tr>
<td>14. Water Cooler Full stainless steel</td>
<td>7</td>
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<tr>
<td>15. Ascon air-conditioner Inverter 2 Ton</td>
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<tr>
<td>16. Sokkia Topcon Auto Level Total Station</td>
<td>1</td>
</tr>
<tr>
<td>17. sewing machine</td>
<td>1</td>
</tr>
<tr>
<td>18. Netting Sewing Machine</td>
<td>20</td>
</tr>
<tr>
<td>19. Iron</td>
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<tr>
<td>20. Dummy for making Clothes</td>
<td>10</td>
</tr>
<tr>
<td>21. LED</td>
<td>2</td>
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C. FURNITURE AND FIXTURE

<table>
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<tr>
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<th>Description</th>
<th>QTY</th>
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<tr>
<td>22.</td>
<td>Students Chair (Tabular)</td>
<td>130</td>
</tr>
<tr>
<td>23.</td>
<td>Teacher’s Chair</td>
<td>12</td>
</tr>
<tr>
<td>24.</td>
<td>Table for Teacher</td>
<td>12</td>
</tr>
<tr>
<td>25.</td>
<td>Rostrum</td>
<td>15</td>
</tr>
<tr>
<td>26.</td>
<td>White Board 4*8</td>
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</tr>
<tr>
<td>27.</td>
<td>D.D.M Display Rack</td>
<td>1</td>
</tr>
<tr>
<td>28.</td>
<td>Computer Table</td>
<td>50</td>
</tr>
<tr>
<td>29.</td>
<td>Computer Chair</td>
<td>50</td>
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SECTION II
Instructions to Bidders: Bidders are advised to read the
contents of the Instruction to Bidders (ITB) carefully

1. **Scope of Bid**
   1.1 Under the development project titled ‘Govt. Polytechnic Institute for Women, H-8/1, Islamabad” Govt. Polytechnic Institute for Women (GPIW) invites sealed bids for provision and fixation of computer hardware, IT Equipment and Furniture & Fixtures and configuration etc as specified in detail in the Schedule of Requirements along with Technical Specifications at Govt. Polytechnic Institute for Women, H-8/1, Islamabad.

   **NOTE:**
   GPIW reserves the right, at its sole discretion, to adjust the schedule of bidders' conference.

2. **Source of Funds**
   Rs.15.000 Million (Public Fund Lapseable)

3. **Eligible Bidders**
   3.1 This Invitation for Bids is open to all original manufacturers/ their authorized agents/ suppliers and in case of imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods who must be registered (NTN, GST, on Active Tax payers List of FBR etc). The eligibility conditions are more specifically described in the Schedule of Requirements (Section III).

   3.2 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE. Bidders blacklisted by any Government (Federal, Provincial or Local) or a public sector organization are also NOT ELIGIBLE.

   3.3 Further requirements for determining eligibility of bidders are specified in Section III.

4. **Corruption and Fraud**
   4.1 The Government of Pakistan defines Corrupt and Fraudulent Practices as "corrupt and fraudulent practices" which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”.

   4.2 Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

5. **Eligible Goods and Services**
   5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services.

   For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance,
installation, after sale service /support and trainings etc.

6. **Cost of Bidding**

6.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**The Bidding Procedure**

7. **The Governing Rules**

7.1 The Bidding procedure shall be governed by the Public Procurement Rules-2004 issued and amended time to time, by the Public Procurement Regulatory Authority (PPRA).

8. **Applicable Bidding Procedure**

8.1 The bidding procedure is governed by Public Procurement Rule 36 “Procedures of Open Competitive Bidding” sub-rule (b) “Single stage – Two Envelop procedure”. Bidders are advised also to refer to the Invitation for Bids at Page 4 to confirm the Bidding procedure applicable in the present bidding process.

8.2 The bidding procedure prescribed in the Invitation for Bids is explained herein below:

**Single Stage: Two Envelope Procedure**

i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the **Financial Bid** and the **Technical Bid**;

ii) The envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion;

iii) Initially, only the envelope marked as “TECHNICAL BID” shall be opened in the Govt. Polytechnic Institute for Women, H-8/1, Islamabad, on the date and time prefixed in the Invitation for Bids (IFB)/ Notice for receipt/submission of bids in the presence of the bidders or their authorized representatives, who may choose to be present.

iv) The envelope marked as “FINANCIAL BID” shall be retained in the custody of Procuring Agency without being opened;

v) The Procuring Agency shall first establish the “Eligibility” and then evaluate the technical Bid conforming the compliance of the offered item’s technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any Bid which shall not conform to the specified requirements;

vi) During the technical evaluation no amendments in the technical Bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. 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.

vi) The “FINANCIAL BIDS” of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance within the bid validity period;

vii) The Financial Bid of ineligible and/or technically non-responsive bidders shall be returned unopened to the respective Bidders subsequent to the announcement of “Bid Evaluation Report” (BER); and
viii) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

The Bidding Documents

9. Contents of the Bidding Documents

9.1 The goods required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Documents. In addition to the Invitation for Bids, this Bidding Documents include:

a) Instructions to Bidders (ITB)
b) Schedule of Requirements
c) Technical Specifications
d) Evaluation Criteria
e) Bid Forms (including technical forms and financial forms)
f) Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.

9.2 The “Invitation for Bids” (IFB) Notice is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the IFB Notice and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

9.3 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 shall be at the Bidder’s risk and may result in the rejection of its bid.

10. Clarification(s) on Bidding Documents.

10.1 A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the 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 that have received the Bidding Documents.

11. Amendment(s) to the Bidding Documents.

11.1 At any time prior to the deadline for submission of bids, the Procuring Agency, 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).

11.2 All prospective Bidders that 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.

11.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency,
at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

12. **Documents comprising the Bids.**
   12.1 The Bid shall comprise the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in **Section V**.
   12.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

13. **Bid Price**
   13.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, he proposes to supply under the Contract.
   13.2 Form prescribed for quoting of prices, should be typed and printed on the bidder’s letterhead. Any alteration/correction must be initialed. Every page of the bid is to be signed and stamped at the bottom.
   13.3 The Bidder should quote the prices of goods according to the technical specifications as provided in **Section III** of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
   13.4 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.
   13.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
   13.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.
   13.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

14. **Bid Currencies**
   14.1 Prices shall be quoted in Pak Rupees.

15. **Supporting Documents to judge specification**
   15.1 The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.
16. **Documentation on Eligibility of Bidders**

16.1 Bidder shall furnish, as part of its bid (along with Bid Form & Price Schedule) the documentary evidence mentioned in the eligibility criteria **Section IV** for the Bidder’s eligibility and its qualifications to perform the Contract if his bid is accepted:

a) Minimum three (03) years of experience in supplying of quoted items having proper Outlet/Office,

b) Duly authorized by the Manufacturer/ Principal of Leading Brands (Authorization Letter shall be provided),

c) Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,

d) Affidavit duly attested by the Oath Commissioner/ Notary Public to the effect that the respective bidder is not blacklisted by any Government (Federal, Provincial or Local) or a public sector organization.

e) Manufacturer’s warranty (One year).

Details are covered in the **Section IV** containing Eligibility criteria.

17. **Bid Security**

17.1 The Bidder shall furnish, as part of its bid, a Bid Security @ 3% of the total Quoted Bid Value for a Lot in Pak Rs. in the shape of pay order/demand draft/ call deposit in the name of Admin Officer, Govt. Polytechnic Institute for Women, H-8/1, Islamabad. Unsuccessful bidder’s Bid Security shall be discharged or returned soon after announcement of the successful bids.

17.2 The Bid Security (in the shape of pay order/demand draft/ call deposit) shall be enclosed with in the ‘Financial Bid’ sealed envelope.

17.3 The successful Bidder’s Bid Security shall be discharged upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by the Govt. Polytechnic Institute for Women, H-8/1, Islamabad, with the scheduled Bank of the successful bidder.

17.4 The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity; or

(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).

18. **Bid Validity**

18.1 Bids shall remain valid for 90 days after the date of opening of technical bid prescribed by the Procuring Agency. A bid having validity for a shorter period shall be rejected by the Procuring Agency as non-responsive.

18.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

18.3 Bidders who:

(a) agree to the Procuring Agency’s request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.
Submission of Bids

19. Sealing and Marking of Bids

19.1 The envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bid/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

19.2 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.

19.3 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 as “non-responsive” or “late”.

19.4 If the outer as well as inner envelope is not sealed and marked as required by 21.1 to 21.3 above the Procuring Agency shall assume no responsibility for the bid’s misplacement or premature opening.

19.5 The bids must be delivered by hand or by courier so as to reach the office of Admin Officer Govt. Polytechnic Institute for Women, H-8/1, Islamabad, on the date and time prefixed in the Invitation for Bids (IFB). Bids submitted through telegraph, telex, fax or email shall not be entertained.

20. Deadline for Submission of Bids

20.1 Bids must be submitted by the Bidder and received by the Procuring Agency on / or before 28th September, 2020 by 11:00 A.M. Bids received later than the time and date specified will stand summarily rejected.

20.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 12 above, 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.

21. Late Bids

21.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 22 shall be rejected and returned unopened to the Bidder.

22. Withdrawal of Bids

22.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline/closing time & date prescribed for submission of bids.

22.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the
Opening and Evaluation of Bids

23. Opening & Evaluation of Technical & Financial Bid by the Procuring Agency

23.1 The “Technical Bids” received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives who may choose to be present at Government Polytechnic Institute For Women (GPIW), Sector H-8/1, Islamabad on 28th September, 2020 by 11:00 A.M. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.

23.2 All Bidders in attendance shall sign an attendance sheet.

23.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of Technical Evaluation bid to 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 deviations, specifically Clauses: 14, 19, 20, 21 & 22. 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 technical Bids and Bid Security for Financial 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.

23.4 The Technical Bids shall then be evaluated conforming compliance of the offered item’s technical specifications with the demanded ones.

23.5 The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publically on a specified date, time and venue which shall be communicated to the bidders at the time of opening of technical bids.

23.6 The Procuring Agency shall open one Financial Bid at a 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).

23.7 In the Financial 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, and its Bid Security may be forfeited.

If there is a discrepancy between words and figures, the
amount in words shall prevail.

24. Rejection of Bids

24.1 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.

24.2 Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.

24.3 Conditional or incomplete bid/bids shall be rejected.

24.4 The bid/bids received with over-writing, cutting and doubtful figure shall be rejected.

24.5 The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards Bidders who have submitted bids.

24.6 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

25. Re-Bidding

25.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 26, it may call for a re-bidding.

25.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.


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

27. Contacting the Procuring Agency

27.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

27.2 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.

28. Acceptance of Bid and Award Criteria

28.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section IV and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.
29. **Procuring Agency’s Right to vary quantities at the time of Award**

29.1 The Procuring Agency reserves the right at/after the time of award of Contract to increase or decrease, the quantity of goods up to 15% as originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. **Notification of Award**

30.1 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.

30.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.

30.3 The enforcement of the Contract shall be governed by Rule 44 of the PPR-2004.
 SECTION III
SCHEDULE OF REQUIREMENTS &
TECHNICAL SPECIFICATIONS

Schedule of Requirements:
The equipment shall be delivered and
installed in accordance with the following
schedule of requirements:  S. No

<table>
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<tr>
<th>S. No</th>
<th>Milestone</th>
<th>Time Period</th>
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<tbody>
<tr>
<td>1 (a)</td>
<td>IT Equipment</td>
<td>Supply of equipment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Within six weeks from date of issuance of purchase order</td>
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<tr>
<td>(b)</td>
<td>Plant &amp; Machinery</td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>Furniture &amp; Fixture</td>
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Technical Specifications
Note: All the quoted equipment should be recognized/renowned brands with operating license where applicable

A. LIST OF IT EQUIPMENT
(To be filled on firm printed letter head)

<table>
<thead>
<tr>
<th>S.#</th>
<th>Computer Equipment</th>
<th>QTY</th>
<th>Rate Per unit</th>
<th>GST</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Dell 6th Gen Intel® Core™ i7 , HDD 500 GB, RAM 4 GB, Dell LCD 19”, Super Drive, other accessories</td>
<td>109</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Dell 6th Gen Intel® Core™ i7 , HDD 500 GB, RAM 4 GB, Dell LCD 19”, Super Drive, other accessories</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Laser jet Printer</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Laser jet Printer</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Professional Scanner</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Network switch</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Professional Scanner</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Dell Power Edge R730 Rack Server</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>KVM Switch</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>3D CARD</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total
### B. LIST OF PLANT AND MACHINERY

(To be filled on firm printed letter head)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>PUR. OF PLANT AND MACHINERY</th>
<th>QTY</th>
<th>RATE PER UNIT</th>
<th>GST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>Photocopier</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>UPS</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Water Dispenser</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Water Cooler Full stainless steel</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Ascon air-conditioner Inverter 2 Ton</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Sokkia Topcon Auto Level Total Station</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Sewing Machine</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Netting Sewing Machine</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Iron</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Dummy for making Clothes</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>LED</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of supplier with stamp

### C. LIST OF FURNITURE AND FIXTURE

(To be filled on firm printed letter head)

<table>
<thead>
<tr>
<th>S.#</th>
<th>FURNITURE FOR CLASS ROOMS</th>
<th>QTY</th>
<th>RATE PER UNIT</th>
<th>GST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.</td>
<td>Students Chair (Tabular)</td>
<td>130</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Teacher's Chair</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Table for Teacher</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Rostrum</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>White Board 4*8</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>D.D.M Display Rack</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Computer Table</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>Computer Chair</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of supplier with stamp
SECTION IV
EVALUATION CRITERIA

Evaluation Criteria:

Technical evaluation will be done on the basis of following parameters for eligibility of the Bidder:

1. NTN Certificate.
2. GST Certificate.
3. On Active Tax Payers List of FBR.
4. Registration/Incorporation/Business Certificate and number of business years in Pakistan.
5. Complete Company profile.
6. The bidder should be a company/firm having operational office in Islamabad/Rawalpindi.
7. Minimum three (3) years’ experience in supply and installation of hardware/IT equipment.
8. Bid Validity period of 90 days.
9. Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization/Division/Ministry.
10. Compliance with schedule of requirements (Yes/No)
11. Submission of required amount of bid security with Financial Bid (A confirmation to this effect in Technical Bid is must)
12. Manufacturer’s standard warranty: One (01) year warranty including parts and labour.
13. Compliance with Technical Specifications (Yes/No).
14. Technical brochures/Data Sheets for the hardware and Licensed software to be provided.
15. Original Bidding Documents duly signed/stamped.

Financial Evaluation Financial bids of eligible and technically qualified firms will be opened before the bidder’s representatives who wish to attend the tender opening.
Item wise lowest evaluated bids will be awarded the contract.
SECTION V
BID FORM

BID FORM-01
Bid Ref No. _______________________
Date of the Opening of Technical Bid ________________
Letter of Intention
Name of the Contract: [Add name]
To: [Government Polytechnic Institute For Women (GPIW), M/o FE&PT Islamabad.]
Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents and have duly provided bid security @ 3% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of DDO, Government Polytechnic Institute For Women (GPIW) with our Financial Bid.

*We also confirm that if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the contract and the composition on the constitution of the joint venture shall not be altered without the prior consent of the GOVT. POLYTECHNIC INSTITUTE FOR WOMEN, H-8/1, ISLAMABAD, UP-GRADATION OF GOVERNMENT POLYTECHNIC INSTITUTE FOR WOMEN (GPIW) PROJECT

*[This clause does not apply if bidder is a single firm]

Dated this [insert: number] day of [insert: month], [insert: year].

Signed:

In the capacity of [insert: title or position]
Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]
**BID FORM-02**

Name of the Firm: ____________________________
Bid Reference No: ____________________________
Date of opening of Bid: ________________________

<table>
<thead>
<tr>
<th>Documentary Evidence for Determining Eligibility of the Bidders &amp; Evaluation of bids</th>
<th>Checklist (To be initialed by the Bidder against each document)</th>
<th>Relevant Page Number in the Bid (To be filled by the Bidder)</th>
<th>Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Required Documentation</strong> (To Be Filled by the Procuring Agency)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NTN Certificate</td>
<td>Column:2</td>
<td>Column:3</td>
<td>Column:4</td>
</tr>
<tr>
<td>GST Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Active Tax Payers List of FBR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registration/Incorporation/Business Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete Company profile</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operational Office in Islamabad/ Rawalpindi</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firm’s past performance i.e. Minimum three years’ experience in supplying and installation of Computer Hardware &amp; IT equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affidavit to the effect that the respective bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Letter of Original Manufacturer’s authorization</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Validity period of 90 days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compliance with schedule of requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submission of required amount of bid security with Financial Bid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compliance with Technical Specifications &amp; scope of work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturer’s warranty: Minimum One year and onsite support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical brochures/data sheets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Bidding Documents duly signed/stamped</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

Bidders are required to mention the exact page number of relevant document placed in the Bid.

Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.
**BID FORM-03**

Name of the Firm:
BidReferenceNo: __________________________

**Firm’s Past Performance.**
Date of opening of Bid:
Assessment Period: **(Minimum Three Years as per Evaluation Criteria)**

<table>
<thead>
<tr>
<th>Name of the Purchaser/ Institution</th>
<th>Purchase Order No.</th>
<th>Description Of Order</th>
<th>Value of Order</th>
<th>Date of Completion</th>
<th>Purchaser’s Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Lots 1 and 5, evidence of three projects undertaken/completed is to be provided. Bidders may use additional Sheets if required. All certificates are to be attached with this form.

**FINANCIAL BID FORM-04**

**Price Schedule**

User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Bid.

Name of the Firm:
BidRef.No: __________________________

Date of opening of Bid.

<table>
<thead>
<tr>
<th>Date of opening of Bid. S.#.</th>
<th>Name of the Item</th>
<th>Unit Price (Inclusive of all applicable taxes)*</th>
<th>Qty</th>
<th>Final Total Price (Inclusive of all applicable taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>(3*4)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Price (Inclusive of all applicable taxes)**

Note: The quoted price should include the delivery/installation charges.

FINAL TOTAL PRICE (in words):---------------------------------------------------------------

**Signature:**---------------------------------------------------------------

**Designation:**---------------------------------------------------------------

**Date:**---------------------------------------------------------------

**Official Stamp:**---------------------------------------------------------------
BID FORM-05
Performance Guarantee
To: [Government Polytechnic Institute For Women (GPIW), Islamabad]
Whereas [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods] (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 scheduled bank for the sum of 5% of the total Contract amount as a 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 , 2017
Signature and Seal of the Guarantors/ Bank
Address
Date

BID FORM-06
Performance Guarantee
To: [Government Polytechnic Institute For Women (GPIW), Islamabad]
Whereas [Name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods] (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 scheduled bank for the sum of 5% of the total Contract amount as a 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 from the date of acceptance of delivery
Signature and Seal of the Guarantors/ Bank
Address
Date
Special Conditions of Contract
The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Definitions
The Purchaser is: Government Polytechnic Institute for Women (GPIW), Islamabad.
The Project Site is: Government Polytechnic Institute for Women (GPIW), Sector H-8/1, Islamabad.

2. Inspection and Tests
i. After delivery of goods at the Purchaser's premises, the Purchaser shall inspect the quantity, quality, specifications of goods.
ii. The Inspection Committee of Govt. Polytechnic Institute for Women, H-8/1, Islamabad, Up-Gradation of Government Polytechnic Institute For Women (GPIW) Project will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

3. Packing
Packing & accessories: All the items to be provided in proper company packing with brochures and CDs.

4. Transportation and delivery requirements
i. The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.
ii. The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
iii. All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

5. Warranty
The warranty period of the supplied goods shall be one year from date of delivery of the supplies at the purchaser's premises.

On site support services will be provided and defects will be corrected within 24 hours.

6. Payments
Payment to the successful bidder/Supplier will be made subject to:
☐ Satisfactory delivery, inspection, testing and configuration of items.
☐ Upon submission of required documents.
☐ On submission of invoice for payment through AGPR, Islamabad after fulfilling codal formalities.
☐ 100% payments will be made after successful testing and commission through cross cheque by AGPR Islamabad.

7. Prices
Prices shall be: Fixed.

8. Liquidated Damages
Applicable rate: Penalties for delayed delivery of IT hardware shall be as under:

<table>
<thead>
<tr>
<th>Mode of Penalty</th>
<th>100% Quantity as Per Purchase Order</th>
<th>Total delivery period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Without penalty</td>
<td>56 days</td>
<td>56 days</td>
</tr>
</tbody>
</table>
With penalty @ 1% per day after 56 days from date of issuance of Purchase Order upto maximum of 10% of the total Contract Price

9. Resolution of Disputes

The dispute resolution mechanism to be applied shall be as follows:
In the case of any dispute concerning the interpretation and/or application of this contract shall be settled through arbitration. The Secretary, Ministry of Federal Education & Professional or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the parties.

11. Notices

Purchaser's address for notice purposes:
Admin Officer, Govt. Polytechnic Institute for Women, H-8/1, Islamabad, Up-Gradation of Government Polytechnic Institute For Women (GPIW), Islamabad.
Ph#: 051-9250697

Supplier's address for notice purposes: ________________________________
____________________________________________________________________

Phone#
Fax#

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:
(a) “The Contract” means the agreement entered into between the Purchaser (Govt. Polytechnic Institute for Women, H-8/1, Islamabad, and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.
(c) “The Goods” means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.
(d) “The Services” means those services ancillary to the supply of the goods, such as transportation of goods upto the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
(e) “GCC” means the General Conditions of Contract contained in this section.
(f) “SCC” means Special Conditions of the Contract.
“The Purchaser” means the organization purchasing the Goods, as named in the SCC.

“The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

“The Project Site”, where applicable, mean the place or places named in the SCC.

“Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract against the “Purchase Order”, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

4. Inspections and Tests

4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.

4.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

4.4 The Purchaser’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival at the Purchaser’s delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods’ shipment from the factory/warehouse.

4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or
5. Packing

5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

3. Standards

3.1 The Goods supplied under this Contract against the “Purchase Order”, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

4. Inspections and Tests

4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.

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4.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.

4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

5. Packing

5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

3. Standards

3.1 The Goods supplied under this Contract against the “Purchase Order”, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

4. Inspections and Tests

4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.

4.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its
subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

4.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.

4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

5. Packing

5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

6. Delivery and Documents

6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.

7. Transportation

7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract,
shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

8. Warranty

8.1 The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

8.2 This warranty shall remain valid for minimum one year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

9. Payment

9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

9.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.

9.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

9.4 The currency of payment is Pak. Rupees.

10. Prices

10.1 Prices charged by the Supplier for Goods delivered and Services performed under the
11. Change Orders

11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of packing;
(c) the place of delivery.

11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier’s receipt of the Purchaser’s change order.

12. Contract Amendments

12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13. Assignment

13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.

14. Delays in the Supplier’s Performance

14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

14.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3 Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the
Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15. Liquidated Damages

15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.

16. Termination for Default

16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective “Supply Order” which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

16.2 In the event the Purchaser terminates the
17. Force Majeure

17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Resolution of Disputes

18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.

19. Governing Language

19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20. Applicable Law

20.1 The Contract shall be interpreted in accordance with the laws of the country.

21. Notices

21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22. Taxes and Duties

22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

End of the Contract