

Tender Document
Supply of 2-Ton Floor Standing AC &
Desktop



University of Baltistan, Skardu
Kargil Road, Hussainabad Skardu
Phone No. 05181-990069-70

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Section-I

Invitation to Bid

No: UOBS/TO/0422/01

Date: 14 April, 2022

Subject: Supply of Equipment

Tenders are hereby invited from the supplier having relevant experience and dealing with the below mentioned items for University of Baltistan Skardu (UOBS).

LOT Detail	Item & Description	Qty
LOT-01	2-Ton Floor Standing AC (Details specification are mentioned on Bid Documents)	04
LOT-02	Desktop with all Accessories (Details specification are mentioned on Bid Documents)	03

Terms and Condition are as under:

1. Tender should be sealed.
2. Tenders procedure will be based upon **“Single Stage –One Envelope”** bidding method as prescribed under PPRA rules.
3. Detailed bid documents can be obtained from Treasurer Office, Main Campus Hussain Abad, Skardu on payments of Rs. 1000/- as non-refundable bid documents fee or may be download from the University Website www.uobs.edu.pk.
4. Ambiguous, conditional and void tenders are liable to be rejected.
5. University reserves the right to reject/cancel the tender as per PPRA 2004.
6. Sealed tenders along with **2% earnest money of the total tender amount /cost** in shape of call deposit from any scheduled bank in favor of University of Baltistan Skardu should reach in the office of the undersigned by 10 May, 2022 (11:00 AM) by Registered courier or by hand which will be opened in presence of committee and bidders at 11:30 AM on the same date.
7. Taxes will be deducted at source as per rules
8. The bidders should have at least 3 years’ professional experiences in the field of supply.
9. The prospective supplier has to executive an agreement with the University that he will provide the items as per quality and quantity prescribed in the bid documents before the supply order is issued.
10. Details specification are mentioned on Bid Documents.
11. Current Bank Statements of last six months.
12. Bids will be evaluated on lot viz.
13. In case of any query please contact Assistant Treasurer (P) on following phone numbers and email address.

Assistant Treasurer (P)
University of Baltistan
Skardu
Phone: 05815-960069
(ghulam.nabi@uobs.edu.pk)

Section-II Instructions to Bidder

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

1. Scope of Bid

University of Baltistan invites sealed bids for supply of 2-Tons Floor Standing Ac.

2. Source of funds

- a) Public Fund

3. Eligible Bidder

- a) 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.).
- b) 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.

4. Corruption and Fraud

- a) 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”.
- b) 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

- a) 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.
- b) 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

- a) 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. Applicable Bidding Procedure

- a) The bidding procedure is governed by Public Procurement Rule 36 “Procedures of Open Competitive Bidding” sub-rule (a) “Single stage – One Envelope procedure”.
- b) The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: One Envelope Procedure

- i) The bid shall comprise a single package containing technical details and financial proposal bids.
- ii) The Procuring Agency shall first establish the “Eligibility and Qualification of Supplier” and then evaluate the technical details 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;
- iii) The “FINANCIAL BIDS” of eligible and technically qualified Bidders shall be considered only;
- vii) The Bid of ineligible and/or technically non-responsive bidders shall be returned;
- viii) The bid found to be the most advantageous bid shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

The Bidding Documents

8. Contents of the Bidding Documents

- a) 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:
 - Instructions to Bidders (ITB)
 - Schedule of Requirements
 - Technical Specifications
 - Evaluation Criteria
 - Bid Forms

- Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract.
- b) The “Invitation for Bids” (IFB) Notice is not a formal part of the Bidding Documents and is included as a reference only.
- c) 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.

9. Clarification(s) on Bidding Documents.

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.

10. Amendment(s) to the Bidding Documents.

- a) 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).
- b) 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.
- c) 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

11. Documents comprising the Bids.

- a. The Bid shall comprise the Bid Forms of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms.
- b. 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.

12. Bid Price

- a) 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.
- b) 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.
- c) The Bidder should quote the prices of goods according to the technical specifications as provided in this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- d) 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.
- e) The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
- f) Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive Bid.
- g) 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.

13. Bid Currencies

- a) Prices shall be quoted in Pak Rupees.

14. Supporting Documents to judge specification

- a) The bidder shall provide the leaflets/brochures/catalogues of quoted products with the bid.

15. Documentation on Eligibility of Bidders

- a) Bidder shall furnish, as part of its bid (along with Bid Form & Price Schedule) the documentary evidence mentioned in the eligibility criteria for the Bidder's eligibility and its qualifications to perform the Contract if his bid is accepted: -
 - Minimum three (03) years of experience in supply
 - Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR (where applicable).
 - Affidavit duly attested by the Oath Commissioner/ Notary Public to the effect that the respective bidder is not black listed by any Government (Federal, Provincial or Local) or a public sector organization.
 - Manufacturer's warranty (One year).
 - Bank statements of last of six months.

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

16. Bid Security

- a) Bidder shall furnish, as part of its bid, a Bid Security @ 2% of the total Quoted Bid Value in Pak Rupees. in the shape of pay order/demand draft/ call deposit in the name of University of Baltistan, Skardu. Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.
- b) 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 University of Baltistan, Skardu with the Bank of the successful bidder.
- c) The bid Security may be forfeited:

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

Or

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

17. Bid Validity

- a) Bids shall remain valid for 90 days after the date of opening of bid prescribed by the Procuring Agency. A bid having validity for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- b) 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.
- c) Bidders who;
 - I. 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
 - II. 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

18. Sealing and Marking of Bids

- a) The envelopes shall be marked in bold and legible letters to avoid confusion.
- b) The inner and outer envelope shall:
 - I. be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
 - II. 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.

- c) The bids must be delivered by hand or by courier so as to reach the office of Assistant Treasurer(P), University of Baltistan, Skardu on the date and time prefixed in the Invitation for Bids (IFB). Bids submitted through telegraph, telex, fax or email shall not be entertained.

19. Deadline for Submission of Bids

- a. Date, Time and Venue mention in the Invitation to Bid.
- b. 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 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.

20. Late Bids

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

21. Withdrawal of Bids

- a) The Bidder may withdraw its bid after the bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.
- b) 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 Bidder.

22. Opening & Evaluation of Bid.

- a) The 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 University of Baltistan, Skardu.
- b) All Bidders in attendance shall sign an attendance sheet.
- c) Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of 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. 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. 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.
- d) The Procuring Agency shall open one 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. 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).
- e) In the Financial Bids the arithmetical errors shall be rectified on the following basis: -

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- If the 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.

23. Rejection of Bids

- a) 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.
- b) Conditional or incomplete bid/bids shall be rejected.
- c) The bid/bids received with over-writing, cutting and doubtful figure shall be rejected.
- d) The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33.1 of PPRA 2004, towards Bidders who have submitted bids.
- e) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

24. Re-Bidding

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

25. Announcement of Evaluation Report

Announcement of Evaluation Report will be as per PPRA, 2004.

26. Contacting the Procuring Agency

- a) 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.
- b) 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.

Award of Contract

27. Acceptance of Bid and Award Criteria

- a. The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed 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.

28. Procuring Agency's Right to vary quantities at the time of Award

a. 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.

29. Notification of Award

- a) 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.
- b) The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
- c) 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 2-Tons Floor Standing Ac and Desktop(Workstation) shall be delivered and installed in accordance with the following schedule of requirements: -

S. No	Milestone	Time Period
1 (a)	Supply of 2-Tons Floor Standing Ac Desktop (Workstation)	Within Three weeks from date of issuance of Supply order

Penalties for Late deliveries of supplies: The supplies shall be delivered in accordance with the Purchase Orders to be issued by University of Baltistan, Skardu. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	21 days	21 days
With penalty @ 1% per day after 21 days of issuance of Purchase Order	10 days	31 days

upto maximum of 10% of the total contract value.		
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Technical Specifications

01: 2-Ton Floor Standing AC	
General Parameter	
Capacity	2 Ton
Type	DC Inventor
Cooling Capacity (BTU)	24000
Heating Capacity(BTU)	24000
Air Conditions m3h	1200
Power Input (W) Cooling	820-2670
Power Input (W) Heating	820-2670
Running Current (A) Cooling	3.27-12.13
Running Current (B) Heating	3.27-12.13
Power Supply(Ph/V/Hz)	1,220,50
Capacity Wise	2 Ton
Category Wise	DC Inventor
Appearance	
Color	White
Type	Floor Standing
Parts	
Refrigerant	R410a
Refrigerant Pipe	Liq Side 6mm, Gas Side 12 mm
Warranty	
Warranty	1 Year parts, 5 year Compressor
Dimension	
Indoor Net Dimension W/D/H	377/407/1810
Indoor Packing Dimension W/D/H	525/555/1935
Outdoor Net Dimension W/D/H	920/385/762
Outdoor Packing Dimension W/D/H	1085/487/843
Indoor Gross Weight kg	45
Indoor Net Weight kg	34
Outdoor Gross Weight kg	62
Outdoor Net Weight kg	56
Noise	
Indoor Noise-bd(A) (Hi /Mid/Lo/so)	45/42/34/26
Outdoor Noise ad(A)	56
Installation	
	Indoor, Outdoor installation with all relevant components.
02: Desktop with all Accessories	
	Workstation, equipped with an Intel core i9 (11th generation) 8550U processor
RAM	Minimum16GB
Graphics card	Nvidia Quadro P500.

Software	2. For license softwares i- Ansys 2021R1 ii- Matlab 2020 iii- Mathematica 202

- **EVALUATION CRITERIA**

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

- i. NTN Certificate (If applicable).
- ii. GST Certificate (If applicable).
- iii. On Active Tax Payers List of FBR (If applicable).
- iv. Registration/ Incorporation/ Business Certificate and number of business years in Pakistan.
- v. Complete Company profile.
- vi. Minimum three (3) years' experience in supply
- vii. Bid Validity period of 90 days.
- viii. 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.
- ix. Compliance with schedule of requirements (Yes/No)
- x. Submission of required amount of bid security.
- xi. Manufacturer's standard warranty: One (01) year warranty.
- xii. Compliance with Technical Specifications (Yes/No).
- xiii. Original Bidding Documents duly signed/ stamped.
- xiv. Bank statements of Last Six Months.
- xv. Evaluated on lot bases.

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.

Note: The most advantageous bid will be awarded the contract as per PPR,2204.

SECTION V

BID FORM

BID FORM-01

Letter of Intention

Bid Ref No. **UOBS-TO-0422-01**

Name of the Contract: _____

To: [Assistant Treasurer(P), University of Baltistan, Skardu.]

Dear Sir,

Having examined the bidding documents, we offer to supply and deliver the supplies 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 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 Bid is accepted, to deliver the supplies in accordance with the delivery schedule specified in the schedule of requirements.

If our 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 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 the bidding documents and have duly provided bid security @ 2% of the total bid value, in the shape of pay order/demand draft/call deposit in the Name of University of Baltistan, Skardu with our Bid.

Dated this -----day of May, 2022.

Signed:

BID FORM-02

Name of the Firm _____

Bid Reference No: **UOBS-TO/0422/01**

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation (To Be Filled by the Procuring Agency)	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
NTN Certificate			
GST Certificate			
On Active Tax Payers List of FBR			
Registration/Incorporation/Business Certificate			
Complete Company profile			
Firm's past performance i.e. Minimum three years' experience in supplying			
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.			
Bid Validity period of 90 days			
Compliance with schedule of requirements			
Submission of required amount of bid security with Financial Bid			
Compliance with Technical Specifications			
Manufacturer's warranty: Minimum One year and onsite support			
Original Bidding Documents duly signed/stamped			
Current Bank Statements of last Six months			

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

Firm's Past Performance.

Name of the Firm: _____

Bid Reference **No: UOBS/TO/0422/01**

Assessment Period: (Minimum Three Years as per Evaluation Criteria)

Purchaser/ Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's Certificate

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

:Bid Ref. **No:UOBS/TO-0422-01**

LOT Detail	Item & Description	Qyt	Price per Unit	Total Amount
LOT-01	2-Tons Floor Standing Ac (as mention in technical specifications 01)			
LOT-02	Desktop with all Accessories (Details specification are mentioned on Bid Documents 02)			
	Total			

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

Signature:-----

Designation:-----

Date:-----

Official

Stamp:-----

BID FORM-05
Performance Guarantee

To: **Assistant Treasurer (P) , University of Baltistan, Skardu.**

Whereas **[Name of Supplier]** (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of the supplies (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 _____ , 2022

Signature and Seal of the Guarantors/ Bank
Address
Date

BID FORM-06

Contract Agreement

Contract Form

THIS AGREEMENT is made the Add Date between “**University of Baltistan Skardu**”, having its principal place of business at Main Campus, Hussainabad Skardu, (hereinafter referred to as the “UOBS” and **Add Company Name** a firm duly registered, having its head office at Address (hereinafter referred to as “Supplier”, which expression shall, where the context so permits, include its successors, legal, representatives and permitted assignees of the other part):

WHEREAS the Purchaser invited rates for _____ and has accepted the unit, rates and specification in bidding documents by the Supplier and shall remain valid till 30th June 2021 for the supply of items which shall be asked for through “Supply Orders”, issued from time to time, having therein the requisite items, quantities, delivery schedule & place. Nonetheless, the validity of selected rates may be further extended till finalization of next tender, if desired so, by mutual consent: -

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Bid Form and the Price Schedule submitted by the Bidder;
 - b) The General Conditions of Contract;
 - c) The Special Conditions of Contract;
 - d) The Purchaser’s Notification of Award;
 - e) Bid Security (provided with the Bid Form); and
 - f) Purchase Orders which shall be issued by UOBS time to time
3. In consideration of the payments to be made by the Purchaser to the Supplier as per the “Supply Order” which shall be issued time to time by the Purchaser, the Supplier hereby covenants with the Purchaser to provide the Goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Price or such other sum that may become payable according to the "Supply Order" which shall be issued from time to time and under the provisions of the contract at the times and in the manner prescribed by the Contract.

5. The earnest money will be retained by the UOBS for a period of 6 months from the date of its issuance.

6. 10% performance security in shape of CDR / deduction from payment.

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

SIGNED, SEALED and DELIVERED SIGNED, SEALED and DELIVERED

Signature and seal of UOBS:

FOR AND BEHALF OF

Signature and seal of M/S (Company Name)

FOR AND BEHALF OF

Muhammad Younas

Treasurer

Name of Authorized Representative

Witness-I

Sign:

Name:

CNIC:

Address:

Witness-II

Sign:

Name:

CNIC:

Address:

Section-VI

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: University of Baltistan, Skardu.

The Delivery Site is: Hussainabad, Skardu.

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 the Inspection Committee of University of Baltistan, Skardu 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.

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 one days.

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 to treasurer office UOBS, after fulfilling codal formalities.
- 100% payments will be made after successful testing and commission through cross cheque by UOBS Skardu.

7. Prices

Prices shall be: Fixed.

8. Liquidated Damages

Applicable rate: Penalties for delayed delivery of s shall be as under:

Mode of Penalty	100% Quantity as Per Purchase Order	Total delivery period
Without penalty	21 days	21 days
With penalty @ 1% per day after 21 days from date of issuance of Purchase Order up to maximum of 10% of the total Contract Price	10 days	31 days

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 Treasurer, UOBS 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.

General Conditions of Contract (GCC)

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser (University of Baltistan, Skardu.) 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 Supplies" means all those 2-Tons Floor Standing Ac, 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 up to 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.

(g) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.

(h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

2. Application

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

3. Standards

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. Packing

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.

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

5. Payment

- I. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- II. 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.
- III. Payments shall be made promptly by the Purchaser, but in no case later than sixty (30) days after submission of an invoice or claim by the Supplier.
- IV. The currency of payment is Pak. Rupees.

6. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

7. Contract Amendments

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

8. Assignment

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

9. Termination for Default

I. 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

(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.

II. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

10. Force Majeure

- I. Notwithstanding the provisions of GCC Clauses, 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.
- II. 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.
- III. 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.

11. Resolution of Disputes

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.

12. Applicable Law

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

13. Notices

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

14. Taxes and Duties

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

Name of Bidder: -----

Designation: -----

Signature of Bidder: -----

Date: -----

Official Stamp: -----

Assistant Treasurer (P)
University of Baltistan, Skardu
(Email: ghulam.nabi@uobs.edu.pk)
Phone: 05815-990069