

Bidding Document

(Post Prebid Bidding Document)

(ITB No. 14/UoP/MP-IV/LIBRARY AND MISC. EQUIPMENT)

Procurement of Library Equipment for the University of Peshawar

UNDER THE HEC-FUNDED PROJECT TITLED

**STRENGTHENING OF ACADEMIC AND PROFESSIONAL
FACILITIES AT UNIVERSITY OF PESHAWAR**

Single Stage – Two Envelope Process

Pre-Bid Meeting:	April 08, 2021 at 10:00 AM
Last date for submission of Bid Documents	April 15, 2021 upto 10:00 AM
Opening of Technical Proposal	April 15, 2021 at 10:30 AM

PROJECT DIRECTOR

**STRENGTHENING OF ACADEMIC AND PROFESSIONAL FACILITIES AT
UNIVERSITY OF PESHAWAR**

**OFFICE AT FIRST FLOOR, QAUID-E-AZAM COLLEGE OF COMMERCE,
UNIVERSITY OF PESHAWAR**

Email: mp4@uop.edu.pk; Phone No.0334-9143744

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PART-ONE

SECTION-I: INSTRUCTIONS TO BIDDERS

1. Sources of Funds

- 1.1 The Procuring agency has received/applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bid data sheet in various currencies towards the cost of the project /schemes specified in the bid data sheet and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the Public Procurement Rules, 2004 and are registered as Active Income Tax and Sales Tax payer with Federal Board of Revenue.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Khyber Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government/autonomous/private organization. The bidder shall submit an affidavit to this effect.

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Bidding Documents and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Content of Bidding Documents

5.1 The bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Bid Data Sheet
- c) General Conditions of Contract (GCC)
- d) Special Conditions of Contract (SCC)
- e) Schedule of Requirements
- f) Technical Specifications
- g) Bid Form
- h) Firm Level Eligibility and Qualification Requirements Form
- i) Product Level Mandatory Qualification Requirements Form
- j) Price Schedule
- k) Bid Security Form
- l) Contract Form
- m) Performance Security Form
- n) Bank Guarantee for Advance Payment Form
- o) Manufacturer's Authorization Form
- p) Integrity Pact

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for Documents clarification of the bidding documents which it receives no later than three working days prior to the date of pre-bid meeting specified in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders who have attended the pre-bid meeting, and the same will also be uploaded on the Procuring agency's website.

7. Amendment of Bidding Documents

7.1 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 requested by an interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

8. Language of Bid

- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12
 - b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and bid security furnished in accordance with ITB Clause 15

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be Delivered Duty Paid to University of Peshawar (DDP-UoP) prices. The price shall be inclusive of other (incidental) services, if any, listed in the Bid Data Sheet. No separate payment shall be made for incidental services listed in the Bid Data Sheet.
- 11.3 The terms DDP etc. shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 25. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
- b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the goods;
- b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and
- c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the

Technical Specifications, in the form specified in the Bid Data Sheet.

14.4 A bid which fails to submit the documentary evidence of eligibility and conformity of the goods and services to the bidding documents shall be rejected by the Procuring agency as nonresponsive.

14.5 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet. The bid security shall be submitted from the account of the firm/bidder/Supplier who submits the bid.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or

b) irrevocable encashable on-demand Bank call-deposit

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 25.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.

15.7 The bid security may be forfeited:

a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

b) in the case of a successful Bidder, if the Bidder fails:

i. to sign the contract in accordance with ITB Clause 33; or

ii. to furnish performance security in accordance with ITB Clause 34

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

18. Sealing and Marking of Bids

- 18.1 The original and each copy of the bid shall comprise 'TECHNICAL PROPOSAL' and 'FINANCIAL PROPOSAL'. The envelopes shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in outer envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer most single envelope.
- 18.2 The inner and outer envelopes shall:
- a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

- 20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

22. Bidding Procedure

- 22.1 Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:
 - a) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - b) the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
 - c) initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
 - d) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
 - e) the procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the requirements of ITB 13 and 14;
 - f) during the technical evaluation no amendments in the technical proposal shall be permitted;

- g) the financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - h) after the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
 - i) the bid found to be the lowest evaluated bid shall be accepted.
- 22.2 The “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall comprise documents specified in the Bid Data Sheet.

23. Opening of Bids by Procuring Agency

- 23.1 The Procuring agency will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 23.2 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 23.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 23.4 The Procuring agency will prepare minutes of the bid opening.

24. Clarification of Bids

- 24.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The Bids 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.

25. Preliminary Examination

- 25.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 25.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 25.4 Prior to the detailed evaluation pursuant to ITB Clause 26, the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The 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.
- 25.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. Evaluation and Comparison of Bids

- 26.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 25.
- 26.2 The bids will be compared on the basis specified in the Bid Data Sheet.
- 26.3 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the Bid Data Sheet. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the Bid Data Sheet, as notified by the State Bank of Pakistan on that day.
- 26.4 The Procuring agency's evaluation of a bid will be on Delivered Duty Paid (DDP) price and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 26.5 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 26.6:
- a) incidental costs
 - b) delivery schedule offered in the bid;
 - c) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - d) the cost of components, mandatory spare parts, and service;
 - e) the availability of spare parts and after-sales services in the Procuring agency's country for the equipment offered in the bid;
 - f) the projected operating and maintenance costs during the life of the equipment; the performance and productivity of the equipment offered; and/or
 - g) other specific criteria indicated in the Bid Data Sheet; and/or
 - h) in the Technical Specifications

26.6 For factors retained in the Bid Data Sheet pursuant to ITB 26.5, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

a) Incidental costs provided by the bidder will be added by Procuring agency to the Delivered Duty Paid (DDP) price at the final destination.

b) Delivery schedule.

i. The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

ii. The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

iii. The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

c) Deviation in payment schedule:

i. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

ii. The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

d) Cost of spare parts.

i. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid

Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- ii. The Procuring agency will draw up a list of high- usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- iii. The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.

- e) Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- f) Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

- g) Performance and productivity of the equipment.

- i. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

- ii. Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

- h) Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specification

Alternative

26.7 Merit Point System

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 26.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet Merit Point System:

a) Evaluated price of the goods:	60 to 90
b) Cost of common list spare parts	0 to 20
c) Technical features, and maintenance and operating cost	0 to 20
d) Availability of service and spare parts	0 to 20
e) Standardization	0 to 20
f) Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

27. Contacting the Procuring Agency

27.1 Subject to ITB Clause 24, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

26.1 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.

28. Post Qualification

28.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

28.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.

28.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29. Award Criteria

29.1 Subject to ITB Clause 31, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

30. Procuring Agency's Right to Vary Quantities at Time of Award

30.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

31. Procuring Agency's Right to Accept any Bid and to Reject any or All Bids

31.1 The Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

32. Notification of Award

32.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

32.2 The notification of award will constitute the formation of the Contract.

32.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 34, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33. Signing of Contract

33.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

33.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

34. Performance Security

34.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

35. Corrupt or Fraudulent Practices

35.1 Procuring Agency's requires that Bidders/Suppliers/Contractors shall observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Procuring agency:

a) defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 35.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

36. Integrity Pact

- 36.1 The Bidder shall sign and stamp the Integrity Pact provided at Form-12 to Bid in the Bidding Document for all University of Peshawar/Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder nonresponsive.

SECTION-II – GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- a) "Defects Liability Expiry Certificate" means the certificate to be issued by the Procuring agency to the Supplier, in accordance with the Contract.
- b) "Day" means calendar day.
- c) "Defects Liability Period" means the warranty period following the taking over, during which the Supplier is responsible for making good, defects and damage in Goods and Services provided, under the Contract.
- d) "GCC" means the General Conditions of Contract contained in this section.
- e) "SCC" means the Special Conditions of Contract.
- d) "Taking-Over Certificate" means the certificate to be issued by the Procuring agency to the Supplier, in accordance with the Contract.
- f) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- g) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- h) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- i) "The Services" means those services ancillary to the supply of the Goods, such as transportation and 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.
- j) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- k) "The Procuring agency's country" is the country named in SCC.
- l) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- m) "The Project Site," where applicable, means the place or places named in SCC.

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. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 4.1 The Goods supplied under this Contract 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.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

- 5.1 The Supplier shall not, without the Procuring agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier’s performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency’s country.

7. Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
- a) a bank guarantee, a bank draft, or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - b) a cashier's or certified check
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Procuring agency 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 Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 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 Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency 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 Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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 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.
- 9.2 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 Procuring agency.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Insurance coverage from the factory till the delivery and installation at the University of Peshawar, Peshawar is seller's responsibility.

12. Transportation

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination (University of Peshawar, Peshawar) within the Procuring agency's country, transport to such place of destination in the Procuring agency'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.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and / or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;
 - ii. following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are 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 Procuring agency'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.
- 15.2 This warranty shall remain valid for twelve (12) months 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 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 Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency 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 Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Bid Currency.

17. Prices

17.1 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 (Special Conditions of Contract) or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, 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 Procuring agency;
- b) the method of shipment or packing;
- c) the place of delivery; and/or
- d) the Services to be provided by the Supplier.

18.2 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) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

10.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

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

- 22.2 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 Procuring agency 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 Procuring agency 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.
- 22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, 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 Procuring agency 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 Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Procuring agency, 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 Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
 - b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

- "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency 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 Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance 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.
- 25.2 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 Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency 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.

26. Termination for Insolvency

- 25.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination of Convenience

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
- a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

- 28.1 The Procuring agency 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.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency 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. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, 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.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

31.1 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.

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

32. Taxes and Duties

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

PART-TWO

SECTION-I: INVITATION TO BID

UNIVERSITY OF PESHAWAR

Invitation to Bid for Supply and Installation of Library and Misc. Equipment

(ITB No. 14/UoP/MP-IV/Library Equipment)

1. Sealed bids on prescribed Tender Forms are invited from well reputed firms registered with Federal Board of Revenue for Income Tax (Active Taxpayers) and Sales Tax purposes for supply and Installation of Library and Misc. Equipment under the Project 'Strengthening of Academic and Professional Facilities' as per following schedule:

Activity	Date and Time
Pre-Bid Meeting	08-04-2021 at 10:00 AM
Last date for submission of Bid Documents (Separately Sealed Technical and Financial Proposals)	15-04-2021 up to 10:00 AM
Opening of Technical Proposals	15-04-2021 at 10:30 AM

2. The bidding documents including Contract Conditions and Item Specification can be obtained from Project Directorate – Strengthening of Academic and Professional Facilities at University of Peshawar Project, Office at First Floor, Quaid-e-Azam College of Commerce, University of Peshawar, during office hours (8:00 AM to 4:00 PM) on any working day (Monday-Friday) against a Fee of Rs.1000/-.
3. Selection would be made under 'Single Stage – Two Envelope Procedure'.
4. The bidders shall clearly and boldly mark the Tender description and date/time of opening at the face of sealed bid/envelope.
5. The Sealed bids, complete in all respects, must reach the office of Project Director, Strengthening of Academic and Professional Facilities at University of Peshawar, as per schedule above.
6. The Financial Proposal shall invariably be accompanied with Bid Security @ 2% of bid cost (Refundable) in the form of CDR drawn in the name of The Treasurer, University of Peshawar.
7. Bids submitted without prescribed Bid Security shall be liable for rejection at the time of Tender opening.
8. Pre-bid meeting and Technical Proposal opening will be held in the Video Conference Hall, Department of Physics, University of Peshawar, in the presence of the bidders.
9. The University of Peshawar reserves the right to reject any or all bids in accordance with rules in vogue.

Project Director
Strengthening of Academic and Professional Facilities at
University of Peshawar; Email: mp4@uop.edu.pk
0334 914 3744

SECTION-II: BID DATA SHEET

Bid Data Sheet

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

Introduction	
ITB 1.1	Federal Government through Higher Education Commission
ITB 1.1	Strengthening of Academic and Professional Facilities at University of Peshawar
ITB 1.1	Supply and Installation of Library and Misc. Equipment
ITB 4.1	University of Peshawar, Peshawar, Khyber Pakhtunkhwa
ITB 6.1	08.04.2021
ITB 8.1	English
ITB 11.2	The price quoted shall be Delivered Duty Paid (DDP) University of Peshawar at Peshawar and shall be inclusive of provision of the following incidental services: <ol style="list-style-type: none"> 1. Site survey to determine prerequisites for the successful operation of the proposed equipment 2. Installation and Commissioning of Equipment 3. Provision of Operational Manual of Equipment 4. Provision of Original Life-Time Licensed Software alongwith its Manual/(s) 5. Unloading at the procuring agency's site 6. Training by to the Procuring agency's personnel at the Procuring Agency's site after installation of equipment 7. Three-year free-of-cost maintenance and repair of the Equipment from the date of its commissioning
ITB 11.5	The Price quoted by the bidder shall be fixed during the Bidder's performance of the Contract. No variation shall be allowed on any account.
ITB 12.1	Pakistani Rupee (PKR)
Preparation and Submission of Bids	
ITB 13.3 (a)	The bidder shall submit Authorized Dealership Certificate and Manufacturer Authorization Letter
ITB 13.3 (d)	<p>A. <u>Mandatory Requirements/Knock Out Criteria:</u></p> <ol style="list-style-type: none"> 1. Brief Company Profile 2. Name of Owner alongwith copy of CNIC 3. Certificate of Firm Registration 4. Active Income Tax Payer Status 5. Active Sales Tax Payer Status 6. Annual Turnover of at least Rs.100 million per year in the last two financial years 7. At least five years' experience in supply, installation and commissioning of similar equipment 8. The quoted solution must have Minimum 3 deployments of quoted brand in Pakistan 9. Bidder is not under a declaration of ineligibility 10. A Certificate on the Official Letterhead that the quoted products Hundred Percent (100%) comply to the prescribed technical specifications of hardware/software 11. Upon request, bidder must arrange onsite visit where the solution is deployed

	<p>12. Bid Security amounting to 2% of the bid cost is attached with the Financial Proposal (Price Schedule) in the form of Cash Deposit Receipt (CDR) issued by a reputable scheduled bank</p> <p>B. Scoring Criteria (At least 70% marks are required to Technically Qualify)</p> <ol style="list-style-type: none"> 1. Bidder's years of Service 2. Supply and Installation of the quoted RFID Solution/ Equipment since 1st July 2015 3. Support and Service Centres of the bidder <p>Product/Equipment Level Mandatory Requirement:</p> <ol style="list-style-type: none"> 1. Authorized dealership certificate from the manufacturer 2. Manufacturer Authorization Letter/Certificate for participating in this tender 3. The quoted product/equipment shall meet or exceed the Technical Specifications mentioned in the Part-Two: Section-V (Technical Specifications) of this document 4. Upon request, bidder must arrange visit for the Procuring Agency's Committee, to the site where the equipment is deployed
ITB 14.3 (c)	A Certificate by the bidder that the quoted equipment meet or exceed the prescribed technical specification
ITB 15.1	2% of the Quoted Price in shape of CDR in favor of Treasurer, University of Peshawar to be attached with Financial Bid. However, CDR No., Date and Name of Issuing Bank shall be provided alongwith Technical Bid.
ITB 16.1	Bid validity period shall be 90 (Ninety) days.
ITB 17.1	One Original and One Copy
ITB 18.2 (a)	Project Director, Strengthening of Academic and Professional Facilities at University of Peshawar, First Floor, Quaid-e-Azam College of Commerce, University of Peshawar, Peshawar, Pakistan.
ITB 18.2 (b)	Procurement of Library Equipment ITB No. 14/UoP/MP-IV/Library and Misc. Equipment
ITB 19.1	15.04.2021 upto 10:00 AM
ITB 22.2	<p>A. Technical Proposal:</p> <ol style="list-style-type: none"> 1. Form-1: Bid Form 2. Form-2: Firm Level Eligibility and Qualification Requirements Form 3. Form-3: Product Level Mandatory Qualification Requirements Form 4. Literature, drawings, and data of quoted products 5. A detailed description of the essential technical and performance characteristics of the goods <p>B. Financial Proposal:</p> <ol style="list-style-type: none"> 1. Form-4: Price Schedule 2. Bid Security (CDR in Original)
ITB 23.1	15.04.2021 at 10:30 AM, Video Conference Hall, Department of Physics, University of Peshawar, Peshawar
Bid Evaluation	
ITB 26.2	Lot Basis
ITB 26.5	<p>Criteria for bid evaluation.</p> <p>26.5.a. Deviation in Payment Schedule</p> <p>26.5.b. Specific Criteria indicated in the Bid Data Sheet and/or Technical Specifications</p>

ITB 26.6 (a)	<u>Incidental Cost</u> The DDP price shall be inclusive of Incidental Services required by the Procuring Agency.
ITB 26.6 (b)	<u>Delivery Schedule</u> The goods covered under this invitation are required to be delivered/installed/commissioned at the University of Peshawar within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive.
ITB 26.6 (c)	<u>Payment schedule</u> Bidders shall state their bid price for the payment schedule outlined in the SCC. The bids deviating from the payment schedule outlined in the SSC will be treated as nonresponsive.
ITB 26.6 (h)	<u>Meet or Exceed the Technical Specifications</u> The quoted Equipment shall meet or exceed the Technical Specification given in the bidding document. A bid quoting equipment which does not meet the Technical Specification shall be rejected by the Procuring agency as nonresponsive.
ITB 30.1	15% (fifteen percent)

SECTION-III: SPECIAL CONDITIONS OF CONTRACT

1. Definitions (GCC Clause-1)

- 1.1 GCC 1.1 (g)—The Procuring agency is University of Peshawar, Peshawar
- 1.2 GCC 1.1 (h)—The Procuring agency's country is Islamic Republic of Pakistan
- 1.3 GCC 1.1 (i)—The Supplier is: _____
- 1.4 GCC 1.1 (j)—The Project Site is University of Peshawar, Peshawar

2. Country of Origin (GCC Clause-3)

- 2.1 All goods and services to be supplied under the contract must be from that origin/country/region that is allowed to do business in Pakistan by the law of Government of Pakistan.

3. Performance Security (GCC Clause 7)

- 3.1 The successful bidder shall furnish Performance Security as under:
 - a) within twenty (20) days of the receipt of the notification of Contract award;
 - b) in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document, or in the form of CDR (Cash Deposit Receipt) issued by a scheduled bank operating in Pakistan;
 - c) for a sum equivalent to 10% of the contract value;
 - d) denominated in Pak Rupees;
 - e) have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance Security shall not be acceptable with any validity less than the prescribed time period.
 - f) the Supplier shall cause the validity period of the Performance Security to be extended for such period(s) as the contract performance may be extended.
- 3.2 The Performance Security shall be payable to the Procuring agency, on occurrence of any / all of the following conditions:
 - a) If the Supplier commits a default under the Contract;
 - b) If the Supplier fails to fulfill the obligations under the Contract;
 - c) If the Supplier violates any of the terms and conditions of the Contract.
- 3.3 If the Supplier fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Procuring agency may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Supplier.
- 3.4 The Performance Security shall be discharged and returned to the Supplier on his written request within thirty working days following the date of completion of the Supplier's performance obligations under the contract, including warranty obligations.

4. Inspections and Tests (GCC Clause 8)

- 4.1 The Procuring Agency shall inspect and test the Goods supplied, the Services provided or the Works carried out, under the Contract, to verify their conformity to the Technical Specifications and Incidental Services (Site preparation etc.), where required.
- 4.2 The inspections and tests shall be conducted at the premises of the Procuring agency. The Supplier shall provide all-reasonable facilities and assistance, including access to drawings, provision of qualified technical staff, production data and online verification from official web site of the Manufacturer, to the inspectors, at no charge to the Purchaser.
- 4.3 The Procuring Agency may reject the Goods, the Services or the Works if they fail to conform to the Technical Specifications, in any test(s) or inspection(s) and the Supplier shall either replace the rejected Goods, Services or Works or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Procuring agency.
- 4.4 The Procuring Agency's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.
- 4.5 Pursuant to the successful commissioning, inspection and testing of the goods at the Procuring agency's site, the Supplier shall, by written notice served on the Procuring agency apply for a Taking-Over Certificate.
- 4.6 The Procuring agency shall, within fourteen days of receipt of Supplier's application, either issue the Taking-Over Certificate to the Supplier, stating the date of successful inspection / testing of the Goods or any portion thereof, for their intended purposes; or reject the application giving the reasons and specifying the work required to be done by the Supplier to enable the Taking-Over Certificate to be issued.
- 4.7 Nothing contained in this Clause shall, in any way, release the Supplier from any Warranty or other obligations under the Contract.

5. Packing (GCC Clause 9)

- 5.1 The Supplier shall provide such packing of the Goods as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Supplier shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

6. Delivery and Documents (GCC Clause 10)

GCC 10.2 – Documents to be submitted by the Supplier

- 6.1 Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:
 - a) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

- b) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- c) copies of the packing list identifying contents of each package;
- d) insurance certificate;
- e) Manufacturer's or Supplier's warranty certificate;
- f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report;
- g) certificate of origin.
- h) Original copies of Delivery Note / Challan (in duplicate) showing name of destination to which delivery is to be made, item's description,
- i) batch No(s), Registration No, manufacturing and expiry date and quantity.
- j) Original copies of the Supplier's invoices (in duplicate) showing warranty, name of Procuring Agency /destination to which delivery is to be
- k) Original copies of the Sales Tax Invoices (where applicable) in duplicate showing name of destination to which delivery is to be made;

7. Insurance (GCC Clause 11)

- 7.1 GCC 11.1—The Insurance coverage from the factory till the delivery and installation at the University of Peshawar, Peshawar is supplier's responsibility.

8. Incidental Services (GCC Clause 13)

Site Survey

- 8.1 The Supplier shall be responsible to survey the site, and determine power, air conditioning, floor space, and any additional requirements for the successful operation of the proposed equipment.

Safety

- 8.2 The Supplier shall be responsible for the embedding of safety features in the inherent design of the equipment, for elimination of identified hazards, including but not limited to high voltage, electromagnetic radiation, sharp points and edges, etc., and reduction of associated risk to personnel and equipment.
- 8.3 The Supplier shall be responsible for the addition of bilingual warnings and caution notices, where hazards cannot be eliminated or risks cannot be reduced.
- 8.4 The Supplier shall be responsible for the protection of the power sources, controls, and critical components of the systems and subsystems by shielding or physical separation where possible.

Furnishing of Tools required for Assembly and Maintenance of Equipment

- 8.5 The Supplier shall furnish such tools which are required for assembly, and corrective and preventive maintenance of Equipment. Such tools shall be state-of-the-art in design aimed at providing an efficient, systematic and cost effective repair operation for all replaceable components.

Labeling

- 8.6 The Goods supplied under the Contract, shall be clearly labeled so as to correspond with the delivered documentation, with proper labeling scheme. All equipment, cables, connectors, and boxes shall be clearly labeled.

Installation, Configuration/Calibration, and Commissioning

- 8.7 The Supplier shall install, configure/calibrate, commission and operationalize the equipment at the Procuring agency's site.

Provision of Installation, Configuration, Operational and Maintenance Manual

- 8.8 The Supplier shall provide a detailed installation, configuration/calibration, operational and maintenance manual for each equipment.

- 8.9 The manual shall be provided in both printed form as well as on CD/DVD.

Provision of Original Life-Time Licensed Software alongwith Its Manual on CD/DVD

- 8.10 The Supplier shall provide Original Life-Time licensed software (alongwith all License/ Database Keys) alongwith its manual/(s) on CD/DVD.

- 8.11 Software includes software required for operations of the equipment and software required for the tests etc. to be performed on the equipment.

Fee-of-Cost Maintenance and Repair

The Supplier shall provide three-year free-of-cost maintenance and repair of the Equipment commencing from the date of its commissioning. This includes provision of services for replacement of spare parts and consumable parts.

Training

- 8.12 The Supplier shall train Procuring Agency's personnel for Application, Operations, Preventive Maintenance/repair each equipment provided by him. The training shall be imparted at the Procuring Agency's site after installation of equipment.

- 8.13 The training shall cover all aspects, including but not limited to, assembly, start-up, calibration, operation, maintenance, and repair of the supplied equipment.

Miscellaneous

- 8.14 Loading/Unloading at the port of import, unloading at the procuring agency's site, import customs clearance at port.

- 8.15 The equipment will be imported, carried, transported and installed at complete risk and cost of the seller. The risk will be transferred to Procuring Agency only after successful installation/operation of the equipment.

Signing of Service Level Agreement

- 8.16 The Supplier shall sign a Service Level Agreement with the Procuring agency for provision of spare parts and maintenance services for a period of five years following expiry of first three years period after successful installation/operation of the equipment.

9. Spare Parts and Consumable Parts (GCC Clause 14)

- 1.1 The Supplier shall provide free of cost spare parts and consumable parts required for operations of the equipment during the warranty period.
- 1.2 The Supplier shall maintain sufficient backup stock of spare parts, consumable parts and tools locally at sites, for the maintenance of the supplied Goods, during the warranty period.
- 1.3 The Supplier shall ensure availability of spare parts, consumable parts, and technical assistance for all components for at least three years, without major changes, after the completion of final acceptance.
- 1.4 The Supplier shall provide spare parts and consumable parts for all components for at least 3 (three) years after the configuration and commencement of the use of the equipment or 2 (two) years after the expiry of warranty period, whichever is later, at the prices quoted in the financial proposal.
- 1.5 The Supplier shall give six-months advance notice on any discontinued part(s) with a suggestion for appropriate alternatives failing which will cause forfeiture of Performance Guarantee.
- 1.6 The Supplier shall also identify and provide the following:
- a) items (repairable spares, parts and consumable supplies) that are needed to maintain design performance, reliability and availability standards prescribed in the Technical Specifications. The quantity of spare parts and consumable items provided and kept shall be equal to the requirements for one year of operating stock;
 - b) critical items, whose failure would cause a system failure;
 - c) items of high cost and/or long lead time (over thirty working days);
 - d) items whose design reliability is such that normal stock replenishment would not justify maintaining a level of the item in stock.

10. Warranty (GCC Clause 15)

GCC 15.2 – Warranty Period

- 10.1 The Supplier shall provide Manufacturer's warranty for three-year after the commissioning of the Equipment including its parts, software and Services, or any portion thereof, as the case may be, which will include:
- a) Free, on site repair / replacement of defective / damaged parts and labor, within one week of intimation. This includes free replacement of parts and provision of service required thereto for replacement and reconfiguration/recalibration of the equipment;

- b) Free on site replacement of defective / damaged Goods within one week, if repair of such Goods involves a duration exceeding one week. This includes free replacement of parts and provision of service required thereto for replacement and reconfiguration/ recalibration of the equipment;
- c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect in the equipment.
- d) Free periodic maintenance of the Equipment.

GCC 15.4 & 15.5 – The period for corrections in defect

- 10.2 The period for corrections of defects in the warranty period is one week.
- 10.3 The Supplier shall, after expiry of the warranty period, by written notice served on the Procuring agency, apply for a Defects Liability Expiry Certificate.
- 10.4 The Procuring agency shall, within thirty days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Supplier, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Supplier, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Supplier to enable the Defects Liability Expiry Certificate to be issued.
- 10.5 The Supplier shall clearly mention Terms and Conditions of service level agreements (SLA) for the Goods supplied after the expiry of initial warranty period. In case of International Warranties, the local authorized dealers shall mention their service and warranty setup, details of qualified engineers, etc.

11. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- 11.1 No Advance payment shall be allowed.
- 11.2 Payment will be made after successful commissioning of the equipment and subject to the Inspections and Tests as mentioned in Section 4 of the SCC.

12. Prices (GCC Clause 17)

GCC 17.1 --- Price adjustment/variation shall not be allowed.

- 12.1 The Supplier shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Supplier in the Price Schedule.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Percentage of Liquidated Damages

- 13.1 A sum of money @0.1% of the total Contract Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price attributable to such

part of Goods.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- 14.1 If, after thirty working days, from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to amicably resolve a Contract dispute, either party may, require that the dispute shall be referred to for the decision of Vice Chancellor, University of Peshawar, Peshawar. His decision shall be final and binding on both the parties.
- 14.2 Only the Courts at Peshawar shall have exclusive jurisdiction to adjudicate upon any “lis” brought by either of the parties in relation to the contract.

15. Governing Language (GCC Clause 29)

- 13.1 The Governing Language shall be English.

16. Applicable Law (GCC Clause 30)

GCC 30.1- Applicable Law

- 16.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

17. Notices (GCC Clause 31)

GCC 31.1—Address for notice purposes:

Procuring agency:

Project Director,
Strengthening of Academic and Professional Facilities at University of Peshawar
Office at Quaid-e-Azam College of Commerce, University of Peshawar, Peshawar
Khyber Pakhtunkhwa, Pakistan
mp4@uop.edu.pk; 091-9216757

Supplier's Address:

SECTION-IV: SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery required.

S. No.	Item	Qty	Delivery Period ¹ from the date of Purchase Order	Location of Delivery, Installation and Commissioning
1	Staff Station Unit, RFID Tags Activator/Deactivator	01	Within twelve weeks	University of Peshawar, Peshawar
2	RFID Base Self Check In/Out Station with Issue/Return Slip Printer	01	Within twelve weeks	University of Peshawar, Peshawar
3	RFID Detection Gates with All Necessary Software	01	Within twelve weeks	University of Peshawar, Peshawar
4	RFID Shelf Management System	01	Within twelve weeks	University of Peshawar, Peshawar
5	Drop Box	01	Within twelve weeks	University of Peshawar, Peshawar
6	RFID Label (For Books) (1box=2000)	50,000 Tags	Within twelve weeks	University of Peshawar, Peshawar
7	Book Scanner Along with Cradle	02	Within twelve weeks	University of Peshawar, Peshawar
8	MIFARE RFID CARD	10,000	Within twelve weeks	University of Peshawar, Peshawar
9	Door Lock	04	Within twelve weeks	University of Peshawar, Peshawar
10	Turnstile Security Gate	02	Within twelve weeks	University of Peshawar, Peshawar
11	Color Printer	01	Within twelve weeks	University of Peshawar, Peshawar
12	Heavy Duty Photocopiers	02	Within twelve weeks	University of Peshawar, Peshawar
13	UPS 02 KVA	01	Within twelve weeks	University of Peshawar, Peshawar
14	UPS 05 KVA	01	Within twelve weeks	University of Peshawar, Peshawar
15	UPS 10 KVA	01	Within twelve weeks	University of Peshawar, Peshawar

Note: The above equipment shall be installed at the location identified by the Procuring agency complete in all respects with installation, testing & commissioning.

¹ Delivery Period means period in which the equipment shall be delivered, installed, configured, and commissioned at the location identified by the University of Peshawar, Peshawar.

SECTION-V: TECHNICAL SPECIFICATIONS

Note:

1. A firm shall quote its rates for all the items in the LOT-1, failing which its bid shall be deemed as non-responsive. Make of all items in LOT-1, LOT-2, and LOT-5 shall be US/European/Japanese only.
2. The financial evaluation shall be made on LOT basis.

LOT-1:

S.No.	Name of Equipment	Specification	Quantity																																
1.	STAFF STATION UNIT, RFID TAGS ACTIVATOR/ DEACTIVATOR	<p>The station must able to perform the below task:</p> <ul style="list-style-type: none"> ✓ It Provides staff with a fast and efficient solution to program and verify RFID tags. ✓ Library staff should able to add or remove item security without the ILS (Koha) ✓ It must allow staff to perform multiple item issue, return and renew processes at the staff desk using a direct link with the integrated library system (Koha), including the ability to print receipts for the customer. ✓ It must have facility of RFID card registration and Circulation using Fingerprint and RFID card verification. ✓ Have an additional feature of biometric (Fingerprint) authentication. <p>Specification</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Approx. Dimensions (w x d x h):</td> <td style="width: 10%; text-align: center;">✓</td> <td style="width: 40%;">350 mm x 280 mm x 15 mm</td> <td style="width: 10%;"></td> </tr> <tr> <td>Shield:</td> <td style="text-align: center;">✓</td> <td>fully shielded</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">✓</td> <td>Antenna Should be embedded into or underneath furniture</td> <td></td> </tr> <tr> <td>Approx. Weight:</td> <td style="text-align: center;">✓</td> <td>0.5 kg to 1 kg</td> <td></td> </tr> <tr> <td>Power:</td> <td style="text-align: center;">✓</td> <td>RFID reader connects to PC via USB; it is supplied with a localized plug-in supply (110Vac/60Hz or 240Vac/50Hz).</td> <td></td> </tr> <tr> <td>Membership cards supported</td> <td style="text-align: center;">✓</td> <td>Barcode and RFID-enabled membership cards.</td> <td></td> </tr> <tr> <td>RFID station Software</td> <td style="text-align: center;">✓</td> <td>Lifetime Licensed Latest Software(s) to manage RFID Station</td> <td></td> </tr> <tr> <td>Other Options:</td> <td style="text-align: center;">✓</td> <td>A receipt printer and/or barcode scanner can be added to any workstation</td> <td></td> </tr> </table>	Approx. Dimensions (w x d x h):	✓	350 mm x 280 mm x 15 mm		Shield:	✓	fully shielded			✓	Antenna Should be embedded into or underneath furniture		Approx. Weight:	✓	0.5 kg to 1 kg		Power:	✓	RFID reader connects to PC via USB; it is supplied with a localized plug-in supply (110Vac/60Hz or 240Vac/50Hz).		Membership cards supported	✓	Barcode and RFID-enabled membership cards.		RFID station Software	✓	Lifetime Licensed Latest Software(s) to manage RFID Station		Other Options:	✓	A receipt printer and/or barcode scanner can be added to any workstation		01
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Other Options:	✓	A receipt printer and/or barcode scanner can be added to any workstation																																	
2.	RFID BASE SELF CHECK IN/ OUT STATION WITH ISSUE/RETURN SLIP PRINTER	<ul style="list-style-type: none"> ✓ Capable as a stand-alone device for the check-in and out of items. ✓ Fully Integrated with Koha or any other Library management Software ✓ Check-Out Module, Check-In Module, Renewal Module ✓ User Authentication Module Fingerprint (optional) & RFID ✓ Provide Reliable and accurate item detection ✓ Secure and easy to maintain ✓ Built-in printer feature ✓ Easy to install and secure in-place ✓ RFID Self Check station must have its own base <p>Specification</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Power:</td> <td style="width: 10%; text-align: center;">✓</td> <td style="width: 40%;">Input C13 connector</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">✓</td> <td>240 VAC input, 130 watts, 50Hz</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">✓</td> <td>240 VAC for European installs; 110 VAC for North American installs</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">✓</td> <td>5 AMP fuse</td> <td></td> </tr> <tr> <td>Data:</td> <td style="text-align: center;">✓</td> <td>10/100 Ethernet</td> <td></td> </tr> </table>	Power:	✓	Input C13 connector			✓	240 VAC input, 130 watts, 50Hz			✓	240 VAC for European installs; 110 VAC for North American installs			✓	5 AMP fuse		Data:	✓	10/100 Ethernet		01												
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Data:	✓	10/100 Ethernet																																	

		<p>Touchscreen: ✓ 20 to 22 inches touchscreen ✓ HD widescreen resolution</p> <p>RFID Specification: ✓ Operating frequency: 13,56 MHz, ✓ Max. Transmitting power: 1.2 W ✓ Supported tag types: ISO 15693, ISO 18000-3-A (NXP SLI, SLIx, SLIx2)</p> <p>Login types: ✓ Barcode (full range of barcode types) ✓ RFID smartcard ✓ Biometric (optional), and ✓ Manual screen entry</p> <p>Software: ✓ Lifetime Licensed Latest Self-service software, which should provide the customer with the full range of borrow, return and account functions. ✓ Compatible with Koha or LMS through SIP2 or NCIP. Access to the library's network via Ethernet is required.</p> <p>Height ✓ Adjustable return bin ✓ Required Card Reader ✓ Required</p>	
3.	RFID DETECTION GATES WITH ALL NECESSARY SOFTWARE	<p>RFID DETECTION GATES WITH ALL NECESSARY SOFTWARE</p> <ul style="list-style-type: none"> ✓ The unit can be installed in dual corridor widths. ✓ Detect RFID tags and also support anti-theft figure. ✓ RFID gate should read book from all dimensions. ✓ RADAR based people counter. ✓ The RFID Gate should be installed to provide complete coverage of library Entrance/Exit Door. ✓ Gate Management Software Package integrated with RFID Gate & Reporting Software <p>Specification</p> <p>approx. Dimensions (w x d x h): ✓ In Millimeters: 73 (Max at base) x 680 x 1,780 (± 3) ✓ In Inches: 2.87 (Max at base) x 26.77 x 70,08 (± 0.1)</p> <p>Power: ✓ Supply voltage: 24 V AC Power consumption: 32VA ac ✓ Power consumption: 32VA</p> <p>Data: ✓ Ethernet (TCP/IP) ✓ Reads up to 8 tags per second.</p> <p>Performance: ✓ Optimal coverage is achieved within 43 inches / 1,100 mm of separation. ✓ Coverage up to 47 inches / 1,200 mm can be achieved with certain tags.</p> <p>RFID Specification ✓ Operating frequency: 13,56 MHz, Max. ✓ Transmitting power: 8 W ✓ Supported tags types: ISO 15693, ISO 18000-3-A, (Infineon my-d, NXP I-Code, SLI, SLIx, SLIx2)</p> <p>Alarm: ✓ customer selectable LED lights ✓ Variable alarm pattern and adjustable volume ✓ Highly visible integrated digital display to monitor alarm counts, ingoing and outgoing patron traffic, and diagnostics</p> <p>Standards compliance ✓ CE, RCM, ETSI, FCC, IC, ADA, DDA, UL and CSA ✓ Operating: -25 °C to +50 °C</p>	01

LOT-2:

4.	RFID SHELF MANAGEMENT SYSTEM	<ul style="list-style-type: none"> ✓ To be Integrated with Koha ILS ✓ Lightweight RFID handheld device that instantly reads items on the shelf ✓ Perform Shelf-Reading, Searching and Inventory scan simultaneously ✓ It should help the staff to search library collection and perform an accurate inventory of items. ✓ It must instantly read RFID tag/Barcode on library materials simultaneously ✓ It must be one unit with color touch screen interface ✓ Shelf/Stock Management Software(s) associated with the device must be provided <p>Specification</p> <p>Dimensions: ✓ Handheld unit:9.5"x7"x4" (240mmx180mmx100mm)</p> <p> ✓ Antenna portion:9.5"x4"x0.5" (240mmx100mmx12.5mm)</p> <p>Weight (Approximate): ✓ 0.5 to 1 Kg (includes battery-Rechargeable)</p> <p>Battery Life ✓ Upto 8 hours (between charges)</p> <p>Charge Life ✓ 3 hours (from flat)</p> <p>Data Transfer ✓ USB</p> <p>Certifications: ✓ CE, FCC, IC, ANATEL, ETL, RCM, DDA, ADA</p>	01
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LOT-3:

5.	DROP BOX	<ul style="list-style-type: none"> ✓ Kiosk based and RFID based ✓ Standard Screen Size ✓ The ability to return books during off hours. ✓ Loans for the returned items will be instantaneously cancelled so that patron may immediately borrow again. ✓ The ability to return several books at a time ✓ Display the return status and printing receipt. ✓ The design of the Book Drops is such that items cannot be retrieved back once deposited. ✓ Standards / certification: IP54, CE, ADA/DDA compliant 	01
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LOT-4:

6.	RFID LABEL (FOR BOOKS) (1BOX=2000)	<ul style="list-style-type: none"> ✓ RFID labels must be compliant with ISO 18000-3 Mode 1 &ISO15693 ✓ Air interface protocols and the SLi-1 and SLi-2 chips are capable of storing data in the industry standard ISO 28560 format. ✓ RFID tags must be rewritable ✓ RFID Tags should be of best quality and belong to same brand and lifetime warranty. <p>Specification</p> <p>Standards: ✓ ISO 18000–3 Mode 1, ISO 15693, ISO 28560-1, ✓ CE, IS10716 & ISO 9706 from TOV SOD</p> <p>Operating frequency: ✓ 13.56 MHz</p> <p>Memory: ✓ Between 0.5k - 2.5k bit</p> <p>IC write endurance: ✓ Multiple time</p> <p>Data retention: ✓ More than 50 years</p> <p>Standard format: ✓ Aluminum antenna</p> <p>Operating temperature ✓ -25 °C to 70 °C / -13 °F to 158 °F</p> <p>Storage temperature ✓ 18 °C to 26 °C / 64,4 °F to 78,8 °F</p> <p>Storage humidity ✓ 50 +/-10% rel. noncondensing</p>	50,000 Tags
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LOT-5:

7.	BOOK SCANNER ALONG WITH CRADLE	<p>Specification</p> <p>Scan Area ✓ A2 size or higher</p> <p>Scanner Resolution ✓ 600 x 600 dpi or higher</p> <p>Scan Speed ✓ Books, magazines, posters, bound documents can be scanned (A2 Size or higher) with a speed rate of 600 dpi in less than 5 sec.</p> <p>Color Depth ✓ 48-bit color, 16-bit grayscale</p> <p>Scan Output ✓ 24-bit color, 8-bit grayscale, enhanced halftone</p> <p>File Formats ✓ Multipage PDF (PDF/A), OCR, TIFF, JPEG, JPEG 2000, PNG, BMP, AutoCAD DWF, JBIG, DjVu, Postscript, EPS, TIFF (Raw etc.)</p> <p>Camera ✓ CCD camera</p> <p>Book holder ✓ Adjustable</p> <p>✓ V-Shaped and flat cradle</p> <p>Monitor ✓ color WVGA (wide VGA) 20 inch or higher touchscreen</p> <p>USB Port ✓ Min. two USB 3.0 built-in ports for direct scanning</p> <p>Connectivity ✓ 1 Gigabit Fast Ethernet with TCP/IP connectivity</p>	02
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LOT-6:

8.	MIFARE RFID CARD	<p>MIFARE RFID CARD</p> <p>Dimension: 85.6x54 mm</p> <p>White</p> <p>Printable</p>	10000
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LOT-7:

9.	Door Lock	<p>Digital Keypad, Biometric, RFID Card, Remote Control</p> <p>Main Door, Main Gate</p> <p>64x170x15mm</p> <p>Haken</p> <p>Operated lock</p> <p>Black</p> <p>Warranty: 03 years</p>	04
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LOT-8:

10.	Turnstile Security Gate	<p>Size: 1400x300x990mm</p> <p>Material: 1.2mm SUS304 Hairline 400# +Top Cover: Acrylic and 2.0mm SUS or equivalent</p> <p>Pass Width: 550mm</p> <p>Pass rate: 35-40 persons/minute</p> <p>Operating time: 0.2 Seconds</p> <p>Input: 100-240V;50/60HZ</p> <p>Working voltage: 24V</p> <p>Communication interface:RS485, Dry Contact</p>	02
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		Mode of authentication facial recognition, MIFARE RFID card and biometric installation complete in all respect Configurable with RFID gate to prevent book theft Warranty: 03 years	
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LOT-9:

11.	Color Printer	<p>Print technology: Direct-to-card/ HDP dye-sublimation/resin thermal transfer Encoder for printing of RFID/MIFARE card</p> <p>Print capabilities: Two-sided (duplex)edge-to-edge printing; Full-color and monochrome printing capability in the same printer Alphanumeric text, logos and digitized signatures; 1D/2D bar code images, Printer pooling/sharing. ABS, laminated PVC, PET, PETG, proximity, smart and mag strip cards, optical memory cards</p> <p>Print Resolution: Standard mode: 300 x 300 dots per inch; standard text, Barcode & graphics printing High-quality mode: 300 x 600 dots per inch; enhanced text, bar code and graphics printing 300 x 1200 dots per inch; enhanced text and bar code printing 256 shades per color panel</p> <p>Print speed: Full-color printing: Up to 220 cards per hour printing cards on one side (YMCKT*); Up to 165 cards per hour printing cards on two sides (YMCKT-K*) Monochrome printing: Up to 1,000 cards per hour printing cards on one side (Black HQ*)</p> <p>Card capacity Automatic feed: 100-card input for 0.030 in. (0.76 mm) cards; 25-card output standard; Front exception card slot Separate reject location and holding tray (10-card capacity) Input hopper empty detection</p> <p>Connectivity: Bidirectional USB 2.0 high speed; Ethernet 10 Base-T/100-Base-TX (with activity light) Support for Open Card: Data format</p> <p>Warranties: 03 years printhead warranty (no password restrictions) Including All accessories, technical documents along software CD/DVD(plus including software upgrades) and trainings.</p>	01
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LOT-10:

12.	Heavy Duty Photocopier	<p>Copy Speed: 45 CPM or higher</p> <p>Resolution: 1200 dpi x 600 dpi.</p> <p>Maximum Paper Size: A3, Maximum</p> <p>Memory: 02 GB or higher (Built-in)</p>	02
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		Hard Disk Drive:	128 GB or higher (Built-in)	
		Multiple Copying:	1 to 999 copies.	
		Paper Capacity:	500 X 500 of Two Draws + Stack bypass 100	
		Reproduction Ratio:	Zoom: 25-400%	
		Duplex Unit:	Built In Duplex Printing and Duplex Scanning	
		connectivity:	Built In Ethernet TCP/IP	
		Warranty:	03 years	

LOT-11:

13.	UPS 2 KVA	Online UPS APC or equivalent with 15 ~ 60 minutes backup	01
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LOT-12:

14.	UPS 5 KVA	Online UPS APC or equivalent with 15 ~ 60 minutes backup	01
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LOT-13:

15.	UPS 10 KVA	Online UPS APC or equivalent with 15 ~ 60 minutes backup	01
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SECTION-VI: SAMPLE FORMS

1. Bid Form
2. Firm Level Eligibility and Qualification Requirements Form
3. Product Level Mandatory Qualification Requirements Form
4. Price Schedules
5. Bid Security Form
6. Contract Form
7. Performance Security Form
8. Bank Guarantee for Advance Payment
9. Manufacturer's Authorization Form
10. Integrity Pact

1. Bid Form

Date: _____

IFB No: _____

To: *[name and address of Procuring Agency]*

Gentlemen and/or Ladies:

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

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

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

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

signature]

[in the capacity of]

2. Firm Level Eligibility and Qualification Requirements Form

A. Mandatory Requirements:

S.No.	Requirement	Response of the Bidder	Documentary Evidence/ Page No.
1	Brief Firm Profile i. Name of the Firm ii. Telephone and Fax Number of the Firm iii. Email Address of the Firm iv. Postal Address of the Firm v. Name/Designation of the Authorized Person vi. Contact Number of the Authorized Person vii. Email Address of the Authorized Person		
2	Name of Owner alongwith copy of CNIC		
3	Certificate of Firm Registration		
4	Active Income Taxpayer Status		
5	Active Sales Taxpayer Status		
6	Annual Turnover of at least Rs.100 million per year in the last two financial years – Attach Annual Income Tax Return for the last two financial years		
7	At least five years' experience in supply and installation of similar equipment		
8	The quoted solution must have Minimum 3 deployments of quoted brand in Pakistan; copy of customer PO or Satisfaction letter from the customer shall be attached for reference.		
9	Undertaking on judicial stamp paper of Rs.100/- that the firm is not blacklisted by any of Provincial or Federal Government Departments, Agencies, Organizations or autonomous bodies or Private Sector Organizations anywhere in Pakistan.		
10	A Certificate on the Official Letterhead that the quoted products Hundred Percent (100%) comply to the prescribed technical specifications of hardware/software		
13	Upon request, bidder must arrange onsite visit where the solution is deployed		
14	A Certificate on Firm Letterhead that CDR @ 2% of bid cost is attached with Financial Proposal. CDR No., issuing date, and name of issuing bank and branch, shall be mentioned in the Certificate		

B. Scoring Requirement/Criteria: At least 70% marks shall be obtained to Technically Qualify and to participate in the bid:

S.No	Criteria List	Description	Max. Marks	Response of Bidder w.r.t Criteria	Documentary Evidence/ Page No.
1	Firm's years of service	Minimum 5 Years (Mandatory); 1 mark for each year beyond 5 years	10		
2	Supply and Installation of the quoted RFID Solution/ Equipment to the Libraries since 1 st July 2015	0.5 marks per Rs. one million	20		
3	Support Offices within the Country with the capability to provide prompt services at the UoP	2 marks for each city	10		
	Total Marks		40		

3. Product Level Mandatory Qualification Requirements Form

S.No.	Name of Equipment	Bidder has quoted the equipment (Yes/No)	Make and Model of Quoted Equipment	Country of Origin	Year when manufacturing of the quoted model has commenced (Only latest Models compliant with the speciation shall be quoted)	Dealership Certificate attached (Yes/No) ¹	Manufacturer Authorization Letter ² (Yes/No)
1	Staff Station Unit, RFID Tags Activator/Deactivator						
2	RFID Base Self Check In/Out Station with Issue/Return Slip Printer						
3	RFID Detection Gates with All Necessary Software						
4	RFID Shelf Management System						
5	Drop Box						
6	RFID Label (For Books) (1box=2000)						
7	Book Scanner Along with Cradle						
8	MIFARE RFID CARD						
9	Door Lock						
10	Turnstile Security Gate						
11	Color Printer						
12	Heavy Duty Photocopiers						
13	UPS 02 KVA						
14	UPS 05 KVA						
15	UPS 10 KVA						

¹ Dealership Certificate from the Manufacturer.

² Manufacturer Authorization Letter for participating in this bid (as per specimen prescribed in the bidding document)

4. Price Schedule

Name of Bidder _____ ITB Number _____

1	2	3	4	5	6	7 = 5 x 6
S.No.	Item Name	Unit Price without Sales Tax¹	Amount of Sales Tax	Unit Price with Sales Tax	Qty	Total Price

Total Bid Value in Pak Rupees

Bid Security @ 2% of the Bid Value in Pak Rupees

CDR No. Date of Issue and Issuing Bank

Signature of Bidder _____

¹ (Inclusive of Incidental Services) [with 3 (three) year mandatory warranty and free after-sales maintenance and service from the date of commissioning]

5. Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring agency] (hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
 - a. fails or refuses to execute the Contract Form, if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

6. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form, Firm Level Eligibility and Qualification Requirements Form, Product Level Mandatory Qualification Requirement Form, and Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

For the Procuring Agency
Name: _____
Designation: _____
Official Seal: _____

for the Supplier
Name: _____
Designation: _____
Official Seal: _____

7. Performance Security Form

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date:
(Must be one month later than the expiry date)

To: *[name of Procuring agency]*

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

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

AND WHEREAS *[Name of the Bank]* having registered office at *[Address of the Bank]* has agreed to give the Supplier a Guarantee;

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

This guarantee is valid until the ____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

8. Bank Guarantee for Advance Payment

To: *[name of Procuring agency]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[Address]

[date]

9. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Procuring agency]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

10. Integrity Pact

(To be submitted on legal stamp paper)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____ Contract Value: *[To be filled in at the time of signing of Contract]* Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from University of Peshawar (UoP)/ Government of Khyber Pakhtunkhwa (GoKP)/Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by UoP/GoKP/GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from UoP/GoKP/GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with UoP/ GoKP/GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to UoP/GoKP/GoP under any law, contract or other instrument, be voidable at the option of UoP/GoKP/GoP.

Notwithstanding any rights and remedies exercised by UoP/GoKP/GoP in this regard, [name of Supplier] agrees to indemnify UoP/GoKP/GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to UoP/GoKP/GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from UoP/GoKP/GoP.

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}