



**OFFICE OF THE TREASURER
KHUSHAL KHAN KHATTAK UNIVERSITY KARAK**

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Bidding Document

**Supply, Installation and Commissioning of
Scientific/Lab Equipment for Department of
Geology & Department of Physics (Material
Physics & Nano Technology), Khushal Khan
Khattak University Karak.**

UNDER THE HEC-FUNDED PROJECT TITLED

**“Provision of Academic Block at Khushal Khan Khattak
University, Karak”**

Single Stage – Two Envelope Process

Pre-Bid Meeting and Site Survey:	August 24, 2021 at 11:00 AM
Last date for submission of Bid Documents	September 09, 2021 up to 11:00 AM
Opening of Technical Proposal	September 09, 2021 at 11:30 AM

TREASURER

KHUSHAL KHAN KHATTAK UNIVERSITY, KARAK

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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 PP/KPPRA Rules, 2004/2014 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 Schedules
- 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 carriage paid to Khushal Khan Khattak University, Karak (CPT-KKKUK) 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 CPT 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, as 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 Bidder’s 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 carriage paid to (CPT) 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) (CPT) price Incidental costs provided by the bidder will be added by Procuring agency to the carriage paid to 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 CPT 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 CPT 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-11 to Bid in the Bidding Document for Khushal Khan Khattak University/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 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 OR Packaging

- 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 Khushal Khan Khattak University Karak, Pakistan 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 (Khushal Khan Khattak University Karak, Khyber Pakhtunkhwa, Pakistan) 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
KHUSHAL KHAN KHATTAK UNIVERSITY, KARAK
(ITB No. 01-KKKUK/HEC-POAB/LAB EQUIP/AUG-2021)

INVITATION TO BID FOR SUPPLY, INSTALLATION AND COMMISSIONING OF SCIENTIFIC/LAB EQUIPMENT FOR DEPARTMENT OF GEOLOGY AND DEPARTMENT OF PHYSICS (MATERIAL PHYSICS & NANO TECHNOLOGY) UNDER THE PROJECT TITLED “PROVISION OF ACADEMIC BLOCK AT KHUSHAL KHAN KHATTAK UNIVERSITY KARAK”

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, Installation and Commission of Scientific/Lab Equipment for Department of Geology and Department of Physics (Material Physics and Nano Technology) under the Project ‘Provision of Academic Block at Khushal Khan Khattak University, Karak’, as per following schedule:

Activity	Date and Time
Pre-Bid Meeting and Site Survey	August 24, 2021 at 11:00AM
Last date for submission of Bid Documents (Separately Sealed Technical and Financial Proposals)	September 09,2021 at 11:00AM
Opening of Technical Proposals	September 09,2021 at 11:30AM

2. The bidding documents including Contract Conditions and Item Specification can be obtained from the Office of Treasurer Khushal Khan Khattak University, Karak, during office hours (8:00 AM to 4:00 PM) on any working day (Monday-Friday) against a fee of Rs.1000/-. The same may also be downloaded from the Khushal Khan Khattak University, Karak website (www.kkkuk.edu.pk) and KPPPRA website.
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 Treasurer, Khushal Khan Khattak University, Karak, 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, Khushal Khan Khattak University Karak.
7. Bids submitted without prescribed Bid Security shall be liable for rejection at the time of bid opening.
8. Pre-bid meeting and Technical Proposal opening will be held in the Committee Room of Khushal Khan Khattak University Karak in the presence of the bidders and University Purchase Committee (UPC), as per schedule above.
9. The Khushal Khan Khattak University Karak reserves the right to reject any or all bids in accordance with rules in vogue.

TREASURER
KHUSHAL KHAN KHATTAK UNIVERSITY, KARAK
Email: treasurer@kkuk.edu.pk; Phone No.0927-291030, 0927-291036

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	Provision of Academic Block at Khushal Khan Khattak University Karak.
ITB 1.1	Supply, Installation and Commissioning of Scientific/Lab Equipment for the Department of Geology and Department of Physics (Material Physics and Nano Technology) under the Project titled "Provision of Academic Block at Khushal Khan Khattak University, Karak".
ITB 4.1	Khushal Khan Khattak University, Karak, Khyber Pakhtunkhwa, Pakistan.
ITB 6.1	August 24, 2021 at 11:00 AM
ITB 8.1	English
ITB 11.2	<p>The price quoted shall be Carriage Paid To (CPT) Khushal Khan Khattak University Karak, Khyber Pakhtunkhwa, Pakistan at Karak and shall be inclusive of provision of the following incidental services: Site survey to determine prerequisites for the successful operation of the proposed equipment</p> <ol style="list-style-type: none"> 1. Embedding safety features in the equipment, affix bilingual warnings and caution notices and protection of power sources, controls and critical components. 2. Furnishing of tools required for assembly and maintenance of the Equipment. 3. Labeling of equipment, cables, connectors, boxes etc. 4. Installation, Configuration/Calibration, and Commissioning of Equipment by the Factory Trained Engineer. 5. Provision of Installation, Configuration, Application, Operational and Preventive Maintenance / Repair Manual of Equipment in printed and soft form. 6. Provision of Original Life-Time Licensed Software along with its Manual/(s) on CD/DVD. 7. Loading/Unloading at the port of import, unloading at the procuring agency's site, import customs clearance at port. 8. 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. 9. Application, Operations, Preventive Maintenance/repair Training by Factory Training Engineer (having factory training certificate) to the Procuring agency's personnel at the Procuring Agency's site after installation of equipment. 10. 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	<ol style="list-style-type: none"> 1. For equipment, that the bidder will supply/provide from within Pakistan, the bid currency shall be Pakistani Rupee (PKR); 2. For equipment that the bidder will import/supply from outside Pakistan through LC, the bid currency may be any foreign currency.

PREPARATION AND SUBMISSION OF BIDS	
ITB 13.3 (a)	1. The bidder shall submit Authorized Dealership Certificate and Manufacturer Authorization Letter.
ITB 13.3 (d)	<p><u>I. FIRM LEVEL REQUIREMENTS FOR ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:</u></p> <p>A. <u>Mandatory Requirements/Knock Out Criteria:</u></p> <ol style="list-style-type: none"> 1. Brief Company Profile 2. Name of Owner along with 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 two-times (double) the bid value 7. At least five years' experience in supply, installation and commissioning of similar equipment 8. Bidder is not under a declaration of ineligibility 9. Upon request, bidder must arrange onsite visit where the solution is deployed 10. 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>B. <u>Scoring Criteria (At least 70% marks are required to Technically Qualify)</u></p> <ol style="list-style-type: none"> 1. Bidder's years of Service 2. Bidder's experience in Supply and Installation of Hi-Tech Lab Equipment worth more than Rs.1.0 million each 3. Qualified technical staff employed by the bidder 4. Support and Service Centers of the bidder 5. Financial position / Status of the firm. <p><u>II. PRODUCT/EQUIPMENT LEVEL MANDATORY REQUIREMENT:</u></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. Technically qualified engineers to install/configure/calibrate/commission and maintain the product, and provide the after-sales service 4. The quoted product/equipment shall meet or exceed the Technical Specifications mentioned in the Part-Two: Section-V (Technical Specifications) of this document 5. Upon request, bidder must arrange visit for the Procuring Agency's Committee, to the site where the equipment is deployed
ITB 14.3 (b)	<p>A list giving full particulars of Spare parts, Consumable Parts, special tools etc. necessary for the proper and continuing functioning of the equipment is required for 3 (Three) years of operation following the configuration and commencement of the use of equipment.</p> <p>The Financial Proposal shall accompany price list of the spare parts and consumable parts required for the continuing successful functioning of the equipment. The prices so quoted shall be locked for a period of 3 (three) years following the configuration and commencement of the use of equipment, and the supplier shall be bound to supply the said parts at the quoted price for a period of 3 (three) years following the configuration and commencement of the use of equipment or 2 (two) years after the expiry of the warranty, whichever is later.</p>
ITB 14.3 (c)	Technical Specification Compliance Form (which shows response/compliance of the bidder to required specification, item-by-item commentary of each technical specification of the quoted equipment) shall be duly submitted for each quoted equipment.

ITB 15.1	2% of the Quoted CPT-KKKUK Price in shape of CDR in favor of Treasurer, Khushal Khan Khattak University Karak to be attached with Financial Bid. Where quoted price is in foreign currency, the rate of exchange shall be the selling rate, prevailing two-days before the date of opening of Technical Bids specified in the Bid Data Sheet, as notified by the State Bank of Pakistan. However, CDR No., Date and Name of Issuing Bank shall be provided along with Technical Bid.
ITB 16.1	Bid validity period shall be 120 (One Hundred & Twenty) days.
ITB 17.1	One Original and One Copy.
ITB 18.2 (a)	Treasurer, Khushal Khan Khattak University Karak, Khyber Pakhtunkhwa, Pakistan. For the Supply, Installation and Commissioning of Scientific/Lab Equipment for the Department of Geology and Department of Physics (Material Physics and Nano Technology) under the Project titled "Provision of Academic Block at Khushal Khan Khattak University, Karak".
ITB 18.2 (b)	Supply, Installation and Commissioning of Scientific/Lab Equipment for the Department of Geology and Department of Physics (Material Physics and Nano Technology) under the Project titled "Provision of Academic Block at Khushal Khan Khattak University, Karak".
ITB 19.1	September 09,2021 at 11:00AM
ITB 22.2	<p>A. <u>Technical Proposal:</u></p> <ol style="list-style-type: none"> Form-1: Bid Form Form-2: Firm Level Eligibility and Qualification Requirements Form Form-3: Product Level Mandatory Qualification Requirements Form Technical Specification Compliance Form (which shows response/compliance of the bidder to required specification, item-by-item commentary of each technical specification of the quoted equipment). Literature, drawings, and data of quoted products A detailed description of the essential technical and performance characteristics of the goods 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 of 3 (Three) years, following commencement of the use of the goods by the Procuring agency; <p>B. <u>Financial Proposal:</u></p> <ol style="list-style-type: none"> Form-5: Price Schedule Bid Security (CDR in Original)
ITB 23.1	September 09, 2021 at 11:30AM in Committee Room of Khushal Khan Khattak University, Karak in presence of bidders' and University Purchase Committee (UPC) of the University.
BID EVALUATION	
ITB 26.2	Item/Equipment Basis
ITB 26.3	All prices will be converted into Pakistani Rupee (PKR); September 09, 2021
ITB 26.5	<p><u>Criteria for bid evaluation.</u></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)	<p><u>Incidental Cost</u></p> <p>The CPT price shall be inclusive of Incidental Services required by the Procuring Agency.</p>
ITB 26.6 (b)	<p><u>Delivery Schedule</u></p> <p>The goods covered under this invitation are required to be delivered/installed/commissioned at the Khushal Khan Khattak University Karak within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier</p>

	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 SCC will be treated as nonresponsive.
ITB 26.6 (h)	<u>Meet 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. Bidders shall submit the duly filled-in, signed and stamped Technical Specification Compliance Form for each quoted equipment.
ITB 30.1	15% (fifteen percent)

SECTION-III: SPECIAL CONDITIONS OF CONTRACT

1. Definitions (GCC Clause-1)

- 1.1 GCC 1.1 (j)—The Procuring agency is Khushal Khan Khattak University Karak.
- 1.2 GCC 1.1 (k)—The Procuring agency's country is Islamic Republic of Pakistan
- 1.3 GCC 1.1 (l)—The Supplier is: _____
- 1.4 GCC 1.1 (m)—The Project Site is: Khushal Khan Khattak University Karak.

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 made;
- 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 Khushal Khan Khattak University 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 by Factory Trained Engineer (having factory training certificate) 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)

- 9.1 The Supplier shall provide free of cost spare parts and consumable parts required for operations of the equipment during the warranty period.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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 one-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 Where the Supplier requires the Procuring agency to open LC at Sight for import of equipment, the Supplier shall provide Performa Invoice from the Principal. The Procuring Agency will approach a scheduled bank to establish an irrevocable and non-transferable Letter of Credit of net CPT value in favour of the Principal. The entire expenses related to opening, confirmation (if desired by the supplier), interest, commission and other charges in connection with establishing Letter of Credit will be borne by the Supplier. The Procuring Agency will release payment in the manner specified hereunder:
 - 11.2.1 **50%** payment of the total value of the contract will be paid to the firm on receipt of following advance / shipping / insurance documents: -
 - (1). 3x Copies of negotiable Bill of Lading / Airway bill.
 - (2). 8x Copies of Commercial Invoice (in original).
 - (3). 2x copies of non-negotiable Bill of Lading / Airway Bill.

- (4). Packing List.
- (5). One-year Warranty certificate.
- (6). Insurance Premium Receipt.

11.2.2 25% of the total value of the contract will be made on receipt of the equipment at the Procuring Agency's site.

11.2.3 Balance 25% of the total value of contract will be made on successful commissioning of the equipment.

11.3 A firm that requires 100% payment of the total value of the contract on receipt of advance / shipping / insurance documents shall be required to submit a Bank Guarantee equivalent to fifty percent (50%) of the total contract value alongwith the copies of bill of lading/packing list etc. The aforesaid Bank Guarantee will be released after successful installation/commissioning of the equipment.

11.4 Where the Supplier requires the Procuring agency to open LC on Usance basis, the Supplier shall provide Performa Invoice from the Principal. The entire expenses related to opening, confirmation (if desired by the supplier), interest, commission and other charges in connection with establishing Letter of Credit will be borne by the Supplier. The Procuring agency will make payment within 60 days from the satisfactory installation / commissioning / inspection of the respective equipment.

12. Prices (GCC Clause 17)

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

10.1 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 the dispute shall be referred to for the decision of

Vice Chancellor, Khushal Khan Khattak University, Karak. His decision shall be final and binding on both the parties.

14.2 Only the Courts 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:

Treasurer / Project Coordinator

Provision of Academic Block at Khushal Khan Khattak University, Karak.

Khyber Pakhtunkhwa, Pakistan

Email: treasurer@kkuk.edu.pk; Phone No.0927-291030, 0927-291036

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	Multi parameter aquaprobe, AQUAREAD	2	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
2	Stereomicroscope	2	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
3	Licensed software for Geo IT Lab a. 2D/3D Move b. Arc G.I.S c. Decision Space Geosciences d. Opendtech e. Humpson&Russells f. RES2D/3D INV	2 2 1 1 1 1	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
4	Atomic Absorption Spectrometer	1	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
5	Magnetometer	1	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
6	EC/ER/SP meter, Land-mapper	2	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan

7	High Temperature Tube Furnace (Along with data Logger, computer interface softwarepom, and Quartz and Alumina Tube etc. complete setup)	01	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
08	Bottle Top Dispenser	03	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
09	CC 7 inch Laboratory Magnetic Stirrer	02	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
10	High Temperature Drying Oven	01	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
11	Source meter (Semiconducting system)	01	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
12	Laboratory Magnetic Stirrer	04	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
13	Microscope	04	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
14	Laboratory Equipment Muffle Furnace with Programmer Temperature Control	02	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
15	TG/DTA	01	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
16	Analytical Balance	02	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
17	BET Surface Area and Pore Size Analyzer	01	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.

18	Student Spectrometer	02	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
19	Top Grade Stainless Steel Hydrothermal Autoclave for Lab	08 (one of each capacity)	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
20	High low temperature and humidity controlled oven	01	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
21	Centrifuge, High Speed Refrigerated 24 x 1.5/2.0ml	02 (one each for conical bottom tubes: 15 mL at room at high temperature (100 °C) and for 5 mL at room temperature)	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
22	UV_VIS Spectrophotometer	01	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
23	Power supplies, amplifiers and meters (for various experiment)	01 set of mentioned quantity	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
24	(i)MOSFET characteristics (ii)BJT & LED characteristics)	01 set of mentioned quantity	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.
25	i)Generating and analyzing time- varying signals (ii)Transient Analysis of RC and RL Circuits (iii)Low &High pass filters	01 set of mentioned quantity	Within twelve weeks	Khushal Khan Khattak University, Karak, KP, Pakistan.

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 Khushal Khan Khattak University Karak.

SECTION-V: TECHNICAL SPECIFICATIONS

S.No.	Equipment	Specifications
1	Multi parameter aquaprobe, AQUAREAD	<p>Optical DO, Specific EC, Absolute EC, PH,ORP, Depth, TDS, Resistivity, Salinity ,SSG, Temp with cleaning system.</p> <p>Dissolved Oxygen *</p> <p>Range: 0 – 500.0% / 0 – 50.00 mg/L</p> <p>Resolution: 0.1% / 0.01mg/L</p> <p>Accuracy: 0 – 200%: ± 1% of reading. 200% – 500%: ± 10%</p> <p>Depth*</p> <p>Range: ± 0-99.99m</p> <p>Resolution: 1cm</p> <p>Accuracy: ± 0.2%FS</p> <p>Conductivity (EC)*</p> <p>Range: 0 – 200 mS/cm (0 – 200,000 μS/cm)</p> <p>Resolution: 3 Auto-range scales: 0 – 9999 μS/cm, 10.00 – 99.99 mS/cm, 100.0 – 200.0mS/cm</p> <p>Accuracy: ± 1% of reading</p> <p>TDS*</p> <p>Range: 0 – 100,000 mg/L (ppm)</p> <p>Resolution: 2 Auto-range scales: 0 – 9999mg/L, 10.00 – 100.00g/L</p> <p>Accuracy: ± 1% of reading</p> <p>Resistivity*</p> <p>Range: 5Ω .cm-1MΩ.cm</p> <p>Resoution: 2 Auto-range scales: 5 – 9999 Ω • cm, 10.0 – 1000.0 KΩ • cm</p> <p>Accuracy: ± 1% of reading</p> <p>Salinity*</p> <p>Range: 0 – 70 PSU / 0 – 70.00 ppt (g/Kg)</p> <p>Resolution: 0.01 PSU / 0.01 ppt</p> <p>Accuracy: ± 1% of reading</p> <p>Sea Water Specific gravity*</p> <p>Range: 0 – 50 σ</p> <p>Resolution: 0.1 σ</p> <p>Accuracy : ± 1.0 σ</p> <p>pH*</p> <p>Range: 0 – 14 pH / ± 625mV</p> <p>Resolution: 0.01 pH / ± 0.1mV</p> <p>Accuracy: ± 0.1 pH / ± 5mV</p> <p>ORP*</p> <p>Range: ± 2000mV</p> <p>Resolution: 0.1mV</p> <p>Accuracy: ± 5mV</p> <p>Temperature*</p> <p>Range: -5°C – +50°C (23°F – 122°F)</p> <p>Resolution: 0.01° C/F</p> <p>Accuracy: ± 0.5° C</p>

		Note: The equipment/instruments should have above mentioned specifications or Equivalent.
2	Stereomicroscope	<p>Total magnification 300X or above Viewing Head: Trinocular head inclined at 45°, 360° rotatable, adjustable interpupillary distance (52-76mm), Magnification: 0.8 X -5X</p> <p>Zoom ratio: 1:6,3 on or on higher side</p> <p>Eyepiece: WF10X/22mm</p> <p>Illumination: Reflected & Transmitted Illumination in LED or Halogen</p> <p>Digital Imaging System with desktop Computer & Software.</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
3	Licensed software for Geo IT Lab	<ul style="list-style-type: none"> • 2D/3D Move • Arc G.I.S (latest) • Decision space Geosciences • Opendtech • Humpson&Rusells • RES2D/3D INV
4	Atomic Absorption Spectrometer	<p>Equipment Name: Atomic Absorption Spectrophotometer</p> <p>Specifications: System should be fully-integrated benchtop design atomic absorption spectrometer, incorporating all spectrometer and atomizer components in a single instrument.</p> <p>Optical System Should be real-time double-beam optical system. The system should be motorized drive for automatic wavelength selection and peaking. Wavelength range: 190 - 900 nm Diffraction grating: 1800 lines/mm or better. Spectral bandwidths: 0.2, 0.7 and 2.0 nm or better Detector: Wide-range solid-state detector/photomultiplier. The latest technology of the detector will be preferred. The system should be 6-8 lamps holder with built-in power supplies for hollow cathode lamp and electrodeless discharge lamps or separate power supply quoted for EDL. Computer-controlled lamp selection and alignment via license original software. Flame technique: The system should have Air-Acetylene, Air-N₂O facilities and should be fully computer-controlled and adjusted Air-Acetylene- N₂O flow, flame Auto-sampler. Graphite Furnace with camera. Built-in computer-controlled Heated Graphite Atomizer. Temperature: Ambient up to 2800 °C in steps of 10 °C or better with circulatory water-cooling system and furnace Auto-sampler HCL Lamps with Standards: Ag, Al, As, Au, B, Ba, Be, Ca, Cd, Co, Cr, Cu, Fe, Ge, Hg, K, Li, Mg, Mn, Mo, Na, Ni, P, Pb, Pd, Pt, Sb, Se, Si, Sn, Sr, Te, Ti, Tl, Y, Zn, Zr, Nd.</p>

		<p>Mercury Hydride System: with EDL Lamps for Hg, Se & As. Accessories should be supplied with instrument as standard: Online UPS of required power and cable to provide around 1-hour backup Computer and printer Cylinders for Acetylene, Argon and N2O with regulators Air Compressor with Filters.</p> <p>Regulators for C2H2, Argon & (N2O including Pre-heater)</p> <p>Fume hood with blower should be imported.</p> <p>Safety Features Automatic, Gas Leak Check / Automatic Air-N2O Switching / Flame Monitor / Gas Pressure Monitor / Drain Tank Level Monitor/Automatic Flame Extinction etc.</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
5	Magnetometer	<p>Low Noise/High Sensitivity , 0.008nT/Hz, Log mag and GPS at up to 5 samples per second for economic large area surveys at high sample density ,Integrated GPS/Backpack-includes non-magnetic backpack, Low AC Field Interference ,Simple setup and rapid in field map generation with free software, designated for large surveys mining/oil/gas with 8 hr data storage capacity and two 6 hr battery packs and all accessories/sensors for different applications</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
6	EC/ER/SP meter, Land-mapper	<p>ER=0.1-1 106 Ohm m EC=1 10-6-10 Sm-1 EP=-1 TO +1 V, user-selectable ER/EC/EP modes of measurement, automatically adjusts electrical resistivity /conductivity/potential ranges to provide best Measurement accuracy.</p> <p>Precision and error of measurement is typically less than 1 %</p> <p>User-defined K (geometrical coefficient) 0.1 up to 99.9, quantity of changeable K-coefficient 10, quantity of data storage locations 999. Rang of operation temperature from -10 to +40C⁰or 14 to 100 F, air humidity no more than 65%, weight of the device no more than 250 g or 8 oz, Current of consumption no more than 7.0 mA, output voltage , no more than 5 V, measurements comparable with DC methods, frequency 1.25 Hz, Computer connection serial port, Universal 4-electrode probes (dipole, dipole square etc)</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
7	High Temperature Tube Furnace (Along with data Logger, computer interface software)	<ul style="list-style-type: none"> • Programmable 3216P1 controller • MoSi₂ (Molybdenum disilicide) rods • Tube size: Outer Dia.; 80*1000 mm • Power: 13 KW or less • Voltage: AC 220 Single phase/ AC 380 V Three phase, 50/60 Hz • Working temperature ≤1650 °C • Heating rate: 5°C / min from 1400°C -1600°C 10°C/min below 1400°C

	<p>m, and Quartz and Alumina Tube etc. complete setup)</p>	<ul style="list-style-type: none"> • Heated lengths, single zone 300 or 600 mm (CTF) • Heated lengths, three zone 600 mm (TZF) • Horizontal configuration only • Over-temperature protection • Tube guards and supports for extended tube length required for modified atmosphere Hook and strap work tube support • Two fibrous ceramic tube blocks to be included for blocking heat radiation generated from tube center. • Experiment environment, for example, vacuum or atmosphere sintering, substrate coating • Thermocouple: B Type <p>Temperature control: *30 programmable segments for precise control of heating rate, cooling rate and dwell time. *Built in PID auto tune function with overheating broken thermo couple protection and over temperature protection *Alarm allows for operation without attendants.</p> <p>Accessories: Along with data Logger, computer interface software, and Quartz and Alumina Tube etc. complete setup</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>																
08	<p>Bottle Top Dispenser</p>	<ul style="list-style-type: none"> • Chemically resistant • Fully autoclavable at 121°C • Four ranges of bottle-top dispenser cover a volume range from 0.5ml to 50ml • Easy to clean and maintain • Optional flexible discharge tube with safety handle • Made of PTFE, FEP, Borosilicate glass (BSG), PP • Vapor pressure Max. 500mbar, • Viscosity max.: 500 mm²/s, • Temperature max.: 40°C, • Density max.: 2.2g/cm³ • DispensMate plus, supplied with S40, GL32, GL38, GL25, GL28 sized adapters • Graduation <table border="1" data-bbox="424 1503 1235 1700"> <thead> <tr> <th rowspan="2">Volume Range ml</th> <th rowspan="2">Graduation ml</th> <th colspan="2">A$\leq$$\pm$</th> <th colspan="2">CV$\leq$</th> </tr> <tr> <th>%</th> <th>μl</th> <th>%</th> <th>μl</th> </tr> </thead> <tbody> <tr> <td>5.0-50</td> <td>1.0</td> <td>0.5</td> <td>250</td> <td>0.1</td> <td>50</td> </tr> </tbody> </table> <p>Accuracy; CV = Coefficient of variation</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>	Volume Range ml	Graduation ml	A \leq \pm		CV \leq		%	μ l	%	μ l	5.0-50	1.0	0.5	250	0.1	50
Volume Range ml	Graduation ml	A \leq \pm			CV \leq													
		%	μ l	%	μ l													
5.0-50	1.0	0.5	250	0.1	50													
09	<p>CC 7 inch Laboratory Magnetic Stirrer</p>	<ul style="list-style-type: none"> • Speed display: LCD • Dimensions: 215x360x112 mm³ • Weight: 5.3 Kg (Maximum) 																

		<ul style="list-style-type: none"> • External Temperature sensor: PT1000 Control accuracy of work plate: 1(<100°C) ±1%(>100°C) • LCD Digital 7 Magnetic Hotplate Stirrer • Heating temperature up to 550°C. • 7 inch square magnetic stirrers with glass ceramic plate resistant to corrosion. • Dimension of work plate: 184x184 (7 inch) • Work plate material: Glass ceramic • Heating models must be suitable for external temperature sensor PT1000, display and control actual medium temperature. • Automatic identification of temperature sensor PT1000 and transfer to PT1000 operation mode. • Separate safety circuits with fixed safety temperature of 580°C • Software StirPC • Computer control via RS232 interface <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
10	High Temperature Drying Oven	<p>Temperature Range: 50-300°C (323K-573K) Temperature Fluctuation ±1K Ambient Temperature: 5-40°C Shelves No. 2 pcs Internal Size (W*D*H): 800*800*1000 mm³ External Size (W*D*H): 1000*1010*1335 mm³ Power Supply: AC220V ± 10%, 50/60Hz Capacity: 200L</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
11	Source meter (Semiconducting system)	<p>I-V Source Measure Unit (SMU) IV range: : 0.1 fA – 1 A 0.2 μV – 210 V Frequency range: 1kHz- 10 MHz measurements</p> <ul style="list-style-type: none"> • 100 μF load capacitance • 4-quadrant operation • 2 or 4-wire connections <p>C-V Multi-frequency Capacitance Unit (CVU) • AC impedance measurements (C-V, C-f, C-t) • Simple switching between I-V and C-V measurements with the optional CVIV Multi-Switch</p> <p>Pulsed I-V Ultra-fast Pulse Measure Unit (PMU) • Two independent or synchronized channels of high-speed pulsed I-V source and measure • 200-800 MS/s, 5 ns sampling rate • Pulse IV range: ±40 V (80 Vp-p), ±800 mA • Transient waveform capture mode • Arbitrary waveform generator for multi-level pulse waveform with 10 ns programmable resolution</p>

		<p>High Voltage Pulse Generator Unit (PGU)</p> <ul style="list-style-type: none"> • Two channels of high-speed pulsed V source • ± 40 V (80 Vp-p), ± 800 mA • Arbitrary waveform generator Segment ARB[®] mode for multi-level pulse waveform with 10 ns programmable resolution <p>I-V/C-V Multi-Switch Module (CVIV)</p> <ul style="list-style-type: none"> • Easily switch between I-V and C-V measurements without re-cabling or lifting prober needles • Move the C-V measurement to any terminal without re-cabling or lifting prober needles • Remote Preamplifier/Switch Module (RPM) • Automatically switches between I-V, C-V, and ultra-fast pulsed I-V measurements • Extends current sensitivity of the 4225-PMU to tens of picoamps <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
12	Laboratory Magnetic Stirrer	<ul style="list-style-type: none"> • Heating temperature: Room temperature to 280°C (Maximum) • Stainless steel with ceramic coated hotplate resists to corrosion • External temperature sensor is available and control accuracy of $\pm 1^\circ\text{C}$, real-time control medium temperature • LED display (temperature and speed) • 50°C HOT warning indicates residual hotplate temperature. • ABS casing with fire retardant material, resistance of weak acid and alkali • Capacity: Upto 2L • Power Supply: 220V, 50-60 Hz • Heating power: 1500 W • Stirring speed: 0-2000 rpm • Heating coil bath dimensions: 230 * 100 mm³ • Net weight: upto 10 Kg maximum <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
13	Microscope	<ul style="list-style-type: none"> • 5Watt LED microscope • CCD Camera (at least) 5 Mega Pixels • 7-inch SCREEN • Viewing Head: Articulated free trinocular head, 30°inclined, interpupillary distance 50-75mm • WF10x/PL10X/23mm high eye point • Eyepiece, diopter adjustment ± 5, tubeΦ30mm eyepiece • Objective: 45mm DIN achromatic (minimum) • objective : 4X,10X,40X(S),100X (S, Oil) • Dark field condenser and brightfield • Abbe condenser set

		<ul style="list-style-type: none"> • Quadruple objective nosepiece • Stage: 220X148mm X-axis low hand position double mechanical stage (steel wire transmission), 76X50mm, precision 0.1mm (at least) • damped double, slide clamp • Focusing System: Coaxial coarse <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
14	Laboratory Equipment Muffle Furnace with Programmer Temperature Control	<ul style="list-style-type: none"> • Heat insulating materials adopt Alumina fiber inorganic ones, which is formed with vacuum absorption, environmental protecting and energy saving. • Furnace body is double air cooling structure to control furnace surface Temperature not more than 60°C when furnace is heated into max. Temperature. • Working temperature: 1600 °C • Max. Temperature: 1700 °C • Power: 6KW or less • Temperature accuracy: ±1 °C • Dimensions: 200 * 200 * 200 mm • Voltage: AC 220 50/60 Hz • Heating rate: 10-20 °C/min (Below 1400°C , ≤10°C /min, 1400-1600°C ≤ 5°C /min, 1600°C above ≤2°C /min) • Heating element: Silicon Molybdenum rod (MoSiO₂) <p>Temperature controller:</p> <ul style="list-style-type: none"> • PID automatic control and auto-tune function. • 30 programmable segments for precise thermal processing. • Built-in protection for the over-heated and broken thermocouple. <p>Accessories: Along with standard crucibles and Gloves</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
15	TG/DTA	<ul style="list-style-type: none"> • Display: 7 inches LCD color screen display • Temperature range: Room temperature ~1650°C • Recommended Temperature: 1200°C • Temperature resolution/ sensitivity: 0.1 °C/ 1.5°C/0.25% • Temperature fluctuation ±0.1°C (Reproducibility within 0.3°K) • Environmental Control Oxidative, Reducing, or Inert Atmosphere • Load Balance Range 35g • Balance Sensitivity (resolution): 1 µg • Drift <5 µg/hr • Heating rate: 1-80 °C/ min • Temperature control mode: Temperature rise/fall and constant • Constant temperature time: 0--300min (settable)

		<ul style="list-style-type: none"> • Cooling time: 15min • (1000°C~100°C) • Scale Capacity: 1mg---2g (Optional 5g) • DSC measuring range and resolution: 0---±500mW and 1μW • Atmosphere: Inertia, oxidability, reducibility, static and dynamic • Atmosphere device: Built-in gas flow meter • Software: record TG curves automatically, Processing data and print out • Software device; USB • Voltage: AC 220 V, 50/60 Hz <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
16	Analytical Balance	<ul style="list-style-type: none"> • Magnet sensor for fast balance weight • 4 side full transparent Wind shield • 3 sliding doors • Plastic protection cover • Capacity – 220 g • Readability (resolution): 0.1mg (0.0001 g) • Internal calibration – Yes • Backlight LCD display • Pan size Ø 80 mm <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
17	BET Surface Area and Pore Size Analyzer	<ul style="list-style-type: none"> • Measurement types: B.E.T. E.T.S.A, adsorption and desorption isotherms (system adopts static volumetric nitrogen adsorption method to determine: Single and multi-point BET (Brunauer, Emmett, and Teller) surface area and Langmuir surface area) • Surface area range: 0.01m²/g to no upper limit(Nitrogen), 0.005 m²/g (Krypton)—surface area Pore volume and pore size distributions (0.35-400 nm) by the BJH (Barrett, Joyner, and Halenda) method • Preparation Ports 2, 4 Methods • True density analysis • Micropore distribution by the HK and SF method • Total micropore volume by the t-Plot • Adsorption & desorption isothermal curve • Average particle diameter estimation • T-plot method external surface area analysis • Dubinin-Radushkevich (D-R) • Dubinin-Astakhov (D-A) • Repeatability errors ≤1% • Minimum pressure (mm Hg) resolution ±0.1 Minimum relative pressure P/Po(N₂) resolution 5x10⁻⁶-0.998 • Ultimate Vacuum is 4x10⁻²Pa (3x10⁻²Torr) • intervals Accuracy ±50 C Accuracy (%of span) ±0.1 • Dimensions (WxDxH): 51cm x 51 cm x 79 cm

		<ul style="list-style-type: none"> • Weight 36.29kg (80lbs) • Voltage:100-240V, 50/60Hz • original coolant level control system with temp. probe • Gas Calibration: He 99.999%) to calibrate the cold volume • Software controlled pretreatment procedures • Start time delay function • Two samples' analyzing and two samples' degassing • Built-in vacuum pump controlled by patented software which can auto control pump's start/stop • Using high purity nitrogen ($\geq 99.999\%$) and other noncorrosive gases (Ar, CO₂, H₂, CO etc.) • Can be upgraded to higher level models <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
18	Student Spectrometer	<p>Resolution to 1 Minute of Arc: 127mm diameter, precision-engraved degree plate is complemented by 2 precision-engraved verniers, one on each side of the instrument for convenient reading.</p> <p>Wider Aperture Optics: 32 mm wide apertures on the telescope and collimator provide more light for brighter and sharper images.</p> <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
19	Top Grade Stainless Steel Hydrothermal Autoclave for Lab	<ul style="list-style-type: none"> • Capacity: 25, 50, 100, 150, 200, 250, 500 and 1000 mL. • Material: Stainless steel and PTFE Chamber • Working pressure: $\leq 3\text{Mpa}$ • Working Temperature $\leq 220^\circ\text{C}$ (Maximum Temperature) • Safe temperature: 200°C • Heating and Cooling rate $\leq 5^\circ\text{C}/\text{min}$ • Made of material: 304 high quality stainless steel • Durable PTFE chamber <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
20	High low temperature and humidity controlled oven	<ul style="list-style-type: none"> • Inner chamber Size: $1000 \times 1000 \times 1000 \text{ mm}^3$ • Exterior chamber size: $1450 \times 1900 \times 1550 \text{ mm}^3$ • Temperature range: -73°C - -60°C, -40°C, -20°C, $0^\circ\text{C} \sim +150^\circ\text{C}$, $+180^\circ\text{C}$ • Humidity range: $20\% \sim 98\% \text{RH}$ • Temperature and Humidity fluctuation: $\pm 0.2^\circ\text{C}$, $\pm 0.5\% \text{RH}$ • Insulation: PU & Fiberglass wool • Wind circulation: Sirocco fan • Heating system: stainless steel high-speed heater • Controller: Digital electronic indicators+ S.S.R. With PID automatic calculation capability

		<ul style="list-style-type: none"> Power supply: AC (1 phase 220V; 3 phase 380V); 60/50Hz. <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
21	Centrifuge, High Speed Refrigerated 24 x 1.5/2.0ml	<ul style="list-style-type: none"> Max. Speed: 15000 rpm, Speed accuracy: ± 10 rpm Rotor capacity: 5 mL x 18 mL Run time: 30 sec- 99 min Tubes usable with: Conical bottom tubes (15 mL and 5 mL) Quantity of tubes to spin down in one cycle; 12 Working temperature: room temperature and 100 °C <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
22	UV_VIS Spectrophotometer	<ul style="list-style-type: none"> (With all accessories) High-performance Double Beam Systems Photometric system: Double beam optics, Double Monochromator, Czerny Turner mounting, Lo Ray Light grade blazed holographic grating Detector: R-928 Photomultiplier or Equivalent Light source: 50 Q Halogen Lamp, Deuterium Lamp, Light Source Auto Position Adjustment built in Setting Wavelength Range: 185-1400 nm, Measurement Wavelength Range: 185- 900 nm Resolution: 0.1 nm <p>Note: The equipment/instruments should have above mentioned specifications or Equivalent.</p>
23	Power supplies, amplifiers and meters (for various experiment)	<ul style="list-style-type: none"> AC/DC power supply (12V) DC programmable power supply (2) Low voltage AC/DC power supply (2) Basic digital multimeter (20) Precision digital multimeter (20) Power Amplifier II 850 Universal interface or equivalent
24	(i)MOSFET characteristics (ii)BJT & LED characteristics	<ul style="list-style-type: none"> CD4007UB MOSFET Array or equivalent MIC94050 p-channel MOSFET BS107 or equivalent n-channel MOSFET BJT 2N4400 or equivalent Resistors(1-750KΩ) Capacitors (5-50 μF) Oscilloscope DC Power supply Breadboard Curve tracer

25	i)Generating and analyzing time-varying signals (ii)Transient Analysis of RC and RL Circuits (iii)Low &High pass filters	Function generator (2) Oscilloscope (2) LCR meter Alligator clips adapters (2) Alligator clips leads (2) Shrouded Alligator clip adapters (2) Resistors Capacitors Inductors Op-Amp UA 741 or equivalent Transformers Filters
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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 double the bid value per year for the last two financial years.												
7	At least five years' experience in supply and installation of similar equipment to government/semi-government/ private company/ department (Documentary Proof in form of Work Order/Satisfactory Report must be attached). Detail as per following proforma be attached: The bidders should fill the table given below as mandatory requirement. <table border="1" data-bbox="215 1153 1053 1310"> <thead> <tr> <th>S.No.</th> <th>Name of Customer</th> <th>Name and Number of Equipment</th> <th>Amount</th> <th>Year of Job</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S.No.	Name of Customer	Name and Number of Equipment	Amount	Year of Job							
S.No.	Name of Customer	Name and Number of Equipment	Amount	Year of Job									
8	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.												
9	Upon request, bidder must arrange onsite visit where the solution is deployed.												
10	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 Hi-Tech Lab Equipment worth more than Rs.1.0 Million each completed since 1st July 2015	- 1 mark for each 2 million order; - 2 marks for each 4 million order; - 3 marks for each 6 million order, - 4 marks for each 8 million and above order;	20		
3	Supply and Installation of Hi-Tech Lab Equipment worth more than Rs.1.0 Million each in-hand at the moment	- 1 mark for each 2 million order; - 2 marks for each 4 million order; - 3 marks for each 6 million order, - 4 marks for each 8 million and above order;	20		
4	Qualified Engineers employed in the firm since at least last 2 years	- 2 marks for each qualified engineer	10		
5	Sound Financial Position / Status for the last three years with evidences of Bank statement (Min 2 Million), Bank Certificate (Satisfactory), Last three years Audited Financial Statements.	- 03 marks for BS Shows balance above 2 Million; - 02 marks for satisfactory Bank Certificate; - 03 mark for last three years Audited Financial Statements. - 02 marks for No litigation history in last five (05) years	10		
6	Support Offices within the Country with the capability to provide prompt services at the KKKUK	- 2 marks for each city	10		
	Total Marks		80		

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)	Availability of Factory Trained Engineer ³
1	Multi parameter aquaprobe, AQUAREAD							
2	Stereomicroscope							
3	Licensed software for Geo IT Lab							
4	Atomic Absorption Spectrometer							
5	Magnetometer							
6	EC/ER/SP meter, Land-mapper							
7	High Temperature Tube Furnace (Along with data Logger, computer interface softwarepom, and Quartz and Alumina Tube etc. complete setup)							
08	Bottle Top Dispenser							
09	CC 7 inch Laboratory Magnetic Stirrer							
10	High Temperature Drying Oven							
11	Source meter (Semiconducting system)							

¹ Dealership Certificate from the Manufacturer.

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

³ Number and Name of Qualified Engineers trained by the Manufacturer to install/maintain the quoted equipment.

12	Laboratory Magnetic Stirrer							
13	Microscope							
14	Laboratory Equipment Muffle Furnace with Programmer Temperature Control							
15	TG/DTA							
16	Analytical Balance							
17	BET Surface Area and Pore Size Analyzer							
18	Student Spectrometer							
19	Top Grade Stainless Steel Hydrothermal Autoclave for Lab							
20	High low temperature and humidity controlled oven							
21	Centrifuge, High Speed Refrigerated 24 x 1.5/2.0ml							
22	UV_VIS Spectrophotometer							
23	Power supplies, amplifiers and meters (for various experiment)							
24	(i)MOSFET characteristics (ii)BJT & LED characteristics)							
25	i)Generating and analyzing time-varying signals (ii)Transient Analysis of RC and RL Circuits (iii)Low &High pass filters							

4. Price Schedule

Name of Bidder _____ ITB Number _____

1	2	3	4	5	6	7	8=6x7	9
S.No.	Equipment Name	Make and Country of Origin	Model No. and Year in which Principal has commenced manufacturing of this specific model	Currency ¹	Unit Price CPT-KKKUK (Inclusive of Incidental Services) [with 1 (one) year mandatory warranty from the date of commissioning]	Qty	Total Price CPT-KKKUK	Price List ² of Spare and Consumable Parts is attached mandatorily (Yes/No)

Total Bid Value in Pak Rupees ³	
Bid Security @ 2% of the Bid Value in Pak Rupees	
CDR No. Date of Issue and Issuing Bank	

Prices with Two-Year and Three-Year Warranty: Will be considered by the Procuring Agency for the purpose of Procurement subject to available of funds

Unit Price CPT-KKKUK with Two-Year Warranty	
Unit Price CPT-KKKUK with Three-Year Warranty	

Signature of Bidder _____

¹ For equipment, that the bidder will supply/provide from within Pakistan, the bid currency shall be Pakistani Rupee (PKR);

For equipment that the bidder will import/supply from outside Pakistan through LC, the bid currency may be any foreign currency.

² Prices shall remain the same/locked for three years after successful installation of the equipment.

³ Where quoted price is in foreign currency, the rate of exchange shall be the selling rate, prevailing two days before the date of opening of Technical Bids specified in the Bid Data Sheet, as notified by the State Bank of Pakistan.

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, Technical Specification Compliance 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.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

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 Khushal Khan Khattak University Karak (KKKUK)/ Government of Khyber Pakhtunkhwa (GoKP)/Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by KKKUK/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 KKKUK/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 KKKUK/ 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 KKKUK/GoKP/GoP under any law, contract or other instrument, be voidable at the option of KKKUK/GoKP/GoP.

Notwithstanding any rights and remedies exercised by KKKUK/GoKP/GoP in this regard, [name of Supplier] agrees to indemnify KKKUK/GoKP/GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to KKKUK/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 KKKUK/GoKP/GoP.

Name of Buyer:

Name of Seller/Supplier:

Signature:[Seal]

Signature:{Seal}