

**BIDDING DOCUMENT  
REQUEST FOR PROPOSAL (RFP)**

**RFP No. SAUG/66/HOSTEL/2019**

# **Procurement of Goods**

**For**

**Purchase of Items for 300 Boys Hostel, UET, Taxila**

**Due on 21.01.2019**

**University of Engineering & Technology, Taxila**

**Tender Fee Rs. 1000/-**

**JANUARY - 2019**



**UNIVERSITY OF ENGINEERING AND TECHNOLOGY, TAXILA**  
**(PROCUREMENT CELL)**

"STRENGTHENING AND UP-GRADATION OF UNIVERSITY OF ENGINEERING & TECHNOLOGY TAXILA AND ITS SUB CAMPUS"

**INVITATION TO BIDS (TENDER NO. SAUG/66/HOSTEL/2019)**

1. The University of Engineering & Technology, Taxila has received budget from Government of Pakistan (Higher Education Commission) under PC-I Project "Strengthening and Up-Gradation of University of Engineering & Technology Taxila and Its Sub Campus" towards the cost of Purchase of items for 300 Boys Hostel, UET, Taxila. It is intended that part of the proceeds of this budget will be applied to eligible payments under the contract for supply of following items:

Sr.	Item	Qty	Bid Security 2%
1	<b>Closed Circuit TV &amp; Security System</b> Specs available at Part-I, Section -IV of Tender Document	01	1,730.00
2	<b>Uninterruptible Power Supply System</b> Specs available at Part-I, Section -IV of Tender Document	01	2,460.00

2. The UET, Taxila now invites sealed bids from eligible bidders, Manufacturers, authorized Sales & Service Dealers for the supply of above mentioned items.
3. Bidding shall be conducted through Open Competitive Bidding (Single Stage-Double Envelope) procedures specified in the Punjab Procure Rules PPR 2014 (amended Jan 2016), and is open to all eligible bidders as defined in the bidding document.
4. Interested eligible bidders may obtain bidding documents fee worth Rs. 1000/- in the form of CDR, Pay Order, Demand Draft, Banker's Cheque or Challan Form and to be attached with the Technical Bid and further information from the Director Procurement, UET, Taxila.
5. Interested eligible bidders may obtain bidding documents and further information from the Director Procurement, UET, Taxila.
6. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Bidding Documents.
7. Sealed Bids must be delivered to the above office on or before time **11:00 a.m on 21.01.2019 (Monday)** and must be accompanied by a Bid Security as mentioned above in the form of CDR, Pay Order, Demand Draft, or Banker's Cheque from a Scheduled Bank of Pakistan.
8. Bids will be opened in the presence of bidders' representatives who choose to attend **at 11:30 a.m. in the Conference Room, Admin Block, UET, Taxila, on the same date.**
9. The bidders are requested to give their best and final prices as no negotiations are expected.
10. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.
11. For obtaining any further information or clarifications, please contact the person named below:

**Muhammad Gul Aziz Awan**

Director Procurement

Phone: 051-9047477, Fax: 051-9047478, Email: [director.procurement@uettaxila.edu.pk](mailto:director.procurement@uettaxila.edu.pk)

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# Part-I

## Section I. Instructions to Bidders

### A. Introduction

- 1. Source of Funds**
  - 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the **Government of Pakistan (Higher Education Commission) under PC-I "Strengthening and Up-Gradation of University of Engineering & Technology Taxila and Its Sub Campus"**. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.
- 2. Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.
  - 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 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.
  - 2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
- 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, defined in the *Bid Data Sheet (BDS)*, 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 Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or

outcome of the bidding process.

## **B. The Bidding Documents**

- 5. Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) Schedule of Requirements
  - (d) Technical Specifications
  - (e) Bid Submission Form
  - (f) Manufacturer's Authorization Form
  - (g) Price Schedules
  - (h) Contract Form
  - (i) Performance Security Form
  - (j) General Conditions of Contract (GCC)
  - (k) Special Conditions of Contract (SCC)
- 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 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

## **C. Preparation 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 Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 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
  - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form** 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 11. Bid Prices** 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be **delivered duty paid (DDP) prices**.
- 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 Purchaser and will not in any way limit the Purchaser'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 24.
- 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 Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser'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 in Pakistan;
  - (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 Pakistan, 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 Purchaser; and

- (c) an item-by-item commentary on the Purchaser'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.

14.4 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 Purchaser 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 Purchaser'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.

15.2 The bid security is required to protect the Purchaser 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:

- (b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

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 Purchaser 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 32, and furnishing the performance security, pursuant to ITB Clause 33.

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 32;
  - or**
  - (ii) to furnish performance security in accordance with ITB Clause 33.

**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 Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 16.2 In exceptional circumstances, the Purchaser 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 (or by email). 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 ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

**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 unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineation, 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.

**D. Submission of Bids**

**18. Sealing and  
Marking of Bids**

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
  - (b) bear the title of procurement Activity 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser after the deadline for submission of bids prescribed by the Purchaser 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 Purchaser 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. A withdrawal notice may also be sent by email, but followed 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.

## **E. Opening and Evaluation of Bids**

- 22. Opening of Bids by the Purchaser**
- 22.1 The Purchaser 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 an attendance sheet evidencing their presence.
- 22.2 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 Purchaser, 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.
- 22.3 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.
- 22.4 The Purchaser will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 24. Preliminary Examination**
- 24.1 The Purchaser 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.
- 24.2 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.
- 24.3 The Purchaser 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.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser 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 Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Qualification & Evaluation of Bids**

25.1 In the absence of **prequalification**, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

25.2 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 Purchaser deems necessary and appropriate.

25.3 The Purchaser will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required

25.4 The Purchaser's **financial evaluation** of a bid will be on delivered duty paid (DDP) price inclusive of prevailing taxes and duties.

**26. Contacting the Purchaser**

26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Purchaser, it should do so in writing.

26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**28. Award Criteria**

28.1 Subject to ITB Clause 30, the Purchaser 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.

**29. Purchaser's Right to Vary Quantities at Time of Award**

29.1 The Purchaser 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.

- 30. Purchaser's Right to Accept or Reject All Bids**
- 30.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 33 Performance Security**
- 33.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, 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 Purchaser.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.
- 34. Corrupt or Fraudulent Practices**
- 34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined 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,

(iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;

(b) The Procuring Agency 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) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

34.2 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.

## Part-I

### Section II. 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.

<b>Introduction</b>	
ITB 1.1	University of Engineering & Technology, Taxila
ITB 1.1	<b>Purchase of Items for 300 Boys Hostel, UET, Taxila.</b>
ITB 1.1	<b>Purchase of Items for 300 Boys Hostel, UET, Taxila.</b>
ITB 4.1	University of Engineering & Technology, Taxila
ITB 6.1	For clarification purposes, the Employer's address is: Director Procurement, UET, Taxila Requests for clarification shall be received by the Employer no Later than one week before opening of Bids
ITB 8.1	Language of the bid – English

<b>Bid Price and Currency</b>	
ITB 11.2	The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges: The Central Store, UET Taxila
ITB 11.5	The price shall be in Pak Rupees and shall be fixed.

<b>Preparation and Submission of Bids</b>	
ITB 13.2	<ul style="list-style-type: none"> <li>a. Certificate of Incorporation of bidder's firm showing its location and the date of registration etc.</li> <li>b. NTN and GST Registration Certificate</li> </ul>
ITB 13.3 (b)	Audited Balance Sheet or Bank Statement for the last 2 financial years (up to June 2016).

ITB 13.3 (d)	<p><b>Qualification requirements.</b> In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following:-</p> <ol style="list-style-type: none"> <li>a) The Bidder must be a <b>Manufacturer</b> or an <b>Authorized Dealer</b> for sales &amp; service continuously from last one-year.</li> <li>b) <b>Technical Brochures</b> of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin.</li> <li>c) The <b>average annual sale</b> for the last 2 years shall not be less than <b>twice</b> number of similar type of units required (year-wise detail of sale required).</li> <li>d) An <b>average annual sale</b> from the sale of all types of equipment for the last 2 years.</li> <li>e) The bidder must have at least one local certified /authorized <b>repair and maintenance set-up</b>.</li> <li>f) Description of bidder's own <b>repair &amp; maintenance set-up</b> with the location / addresses of workshops, mobile workshops (if any).</li> <li>g) <b>Authority Letter</b> from the Bidder Company authorizing the relevant person to represent the company.</li> <li>h) If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and a valid authorized dealership certificate from the respective Manufacturer, all such bids will be rejected as nonresponsive.</li> </ol>												
ITB 14.3 (b)	A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets.												
ITB 15.1	<p><b>Amount of Bid Security:</b></p> <table border="1" data-bbox="517 1189 1490 1357"> <thead> <tr> <th>Sr.</th> <th>Item</th> <th>Qty</th> <th>Bid Security</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td><b>Closed Circuit TV &amp; Security System</b> Specs available at Part-I, Section –IV of Tender Document</td> <td>01</td> <td>1,730.00</td> </tr> <tr> <td>2.</td> <td><b>Uninterruptible Power Supply System</b> Specs available at Part-I, Section -IV of Tender Document</td> <td>01</td> <td>2,460.00</td> </tr> </tbody> </table> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of Treasurer, UET Taxila having its <b>validity 120 days from the date of opening of bid.</b></p>	Sr.	Item	Qty	Bid Security	1.	<b>Closed Circuit TV &amp; Security System</b> Specs available at Part-I, Section –IV of Tender Document	01	1,730.00	2.	<b>Uninterruptible Power Supply System</b> Specs available at Part-I, Section -IV of Tender Document	01	2,460.00
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2.	<b>Uninterruptible Power Supply System</b> Specs available at Part-I, Section -IV of Tender Document	01	2,460.00										
ITB 16.1	<b>Bid Validity Period: 120 days after the date of opening of bid.</b>												
ITB 17.1	<b>Number of Copies: Original</b> along with <b>one Copy</b> of the bid. Bids must be accompanied by unit price and total price.												
ITB 18.2 (a)	<p><b>Address for Bid Submission:</b></p> <p>Conference Room, Admin Block, UET Taxila</p>												
ITB 18.2 (b)	<b>IFB Title and Number: Purchase of Items for 300 Boys Hostel, UET, Taxila (Tender No. SAUG/66/HOSTEL/2019)</b>												



ITB 19.1	<b>Deadline for Bid Submission:</b> <b>21.01.2019</b> <b>(Monday)</b> <b>at 11:00am</b>
ITB 22.1	<b>Time, Date, and Place for Bid Opening:</b> <b>21.01.2019</b> <b>(Monday)</b> <b>at 11:30am</b> At Conference Room, Admin Block, UET Taxila

<b>Bid Evaluation</b>			
<b>ITB 25.3</b>	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder. The Bid Evaluation Criteria is as under:		
<b>TECHNICAL EVALUATION CRITERIA FOR TENDER NO. SAUG/66/HOSTEL/2019 FOR PURCHASE OF ITEMS FOR 300 BOYS HOSTEL, UET, TAXILA</b>			
<b>S. No.</b>	<b>Item Name and Description</b>	<b>Marks</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Past Performance/ Experience of the Bidder (Reg with GST/NTN)</b>	--	<b>10</b>
1.1	1 - 3 year experience	2	--
1.2	4 - 8 year experience	4	--
1.3	9 - 15 year experience	6	--
1.4	Above 15	10	--
<b>2</b>	<b>Relevant Experience</b>	--	<b>10</b>
2.1	1 - 5 year experience	3	--
2.2	6 - 10 year experience	6	--
2.3	11 & above year experience	10	--
<b>3</b>	<b>Financial Position/ Status</b>	--	<b>10</b>
3.1	Last sales tax paid Form	4	--
3.2	Bank Certificate (satisfactory)	2	--
3.3	Statement Worth (Min 2 m)	4	--
<b>4</b>	<b>Technical Evaluation of quoted items</b>	--	<b>70</b>
4.1	Specification attached at Annex-A	40	
4.2	Authorized Distribution Certificate/ Manufacturer	5	
4.3	Literature in printed shape attached	2.5	
4.4	Reliability	2.5	
4.5	Delivery schedule as per need	5	
4.6	List of clients / where such equipment delivered	5	
4.7	Satisfactory letter from clients in favor of such equipment	5	
4.8	Guarantee / Warranty (as the case may be)	5	
<b>TOTAL</b>		<b>--</b>	<b>100</b>
<b>FINAL REMARKS (Technically if score 60 or more, that is "Qualify" and if score 60 below, that is "Not Qualify")</b>			

<b>Contract Award</b>	
<b>ITB 29.1</b>	Percentage for quantity increase or decrease: 15 % of total contract value

**Part-I**  
**Section III. Schedule of Requirements**

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

TABLE 1 DELIVERY SCHEDULE

<b>Sr.</b>	<b>Location</b>	<b>Item</b>	<b>Qty</b>	<b>Delivery Period</b> from the date of Notification of Award
1	Central Store UET, Taxila	<b>Closed Circuit TV &amp; Security System</b> Specs available at Part-I, Section –IV of Tender Document	01	<b>90-days</b>
2	Central Store UET, Taxila	<b>Uninterruptible Power Supply System</b> Specs available at Part-I, Section -IV of Tender Document	01	<b>90-days</b>

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

## Part-I

### Section IV. Technical Specifications

#### **BROAD SPECIFICATIONS:**

Sr. No.	Item Name & Description
1	<p style="text-align: center;"><b>CLOSED CIRCUIT TV &amp; SECURITY SYSTEM (OR EQUIVALENT)</b></p> <p>4 Channel Real-time DVR 120 FPS Display &amp; Recording. H.264/ MPEG Compression, DVD RW, IR Remote Control, Motion alarm and video loss alarm, LAN, WAN, DSL complaint, Browser Support, Centralized Monitoring software (CMS) support and 4TB hard drive. <b>Make:</b> Samsung, Proline UK, Honeywell (or equivalent) <b>Note:</b> DVR has to be compatible with existing cameras installed at site.</p> <p><b>1.0 SCOPE OF WORK</b>  The work under this section consists of supply, installation, connection, testing and commissioning of all materials and services of the complete CCTV system as specified herein or as given in the Tender Drawings and stated in the Bill of Quantities.</p> <p>The Contractor shall discuss the CCTV layout with the Engineer and co-ordinate at the site with other services for exact route, location and position of the electrical lines and equipment.</p> <p>The CCTV system with accessories shall also comply with the General specifications for Electrical Works Section - 8001 and other relevant provisions of the Tender Documents.</p> <p><b>2.0 GENERAL</b>  The CCTV System shall be used for general surveillance. Operator switching from or to any camera shall be by keyboard with joystick. The camera number and location shall be displayed on the monitor. The system shall be designed for 24 hour operation. All the active items of the CCTV System shall be listed as a product of a single manufacturer.</p> <p>The power to all equipment of the CCTV system shall be supplied by an uninterruptible power supply (UPS) which shall have autonomy of five minutes.</p> <p><b>3.0 APPLICABLE STANDARDS AND CODES</b>  The following standards and codes shall be applicable for the material covered within the scope of the section.</p> <ul style="list-style-type: none"> <li>○ IEC 801 – 2                    -            Electrostatic discharge</li> <li>○ IEC 801 – 3                    -            Radiated Electromagnetic interference</li> <li>○ IEC 801 – 4                    -            Voltage transients</li> </ul> <p>Install all the signal transmission components in accordance with the relevant standard ANSI. Locate all surge protection within 1 square meter of building entrance:</p> <ul style="list-style-type: none"> <li>○ Dust and rain resistance            -            IP66 for outdoor cameras.</li> <li>○ Salt mist                                    -            According to IEC 68-2-11 (for outdoor cameras)</li> <li>○ Vibration                                    -            According to IEC 68-2-6</li> <li>○ Bump test                                    -            According to IEC 68-3</li> </ul> <p><b>4.0 EQUIPMENT</b></p> <p><b>4.1 Camera</b></p>

Color Charge-Coupled Device (CCD) camera having 1/3 inch image shall provide fine tuning functions such as automatic sensitivity adjustment and auto iris lens output. 7.6 mm focal length format varifocal lens shall also be provided with camera. The camera shall have following technical specifications:

- Horizontal Resolution : 470 TV Lines
- Video output : 1 V<sub>p-p</sub>, 75 Ohms
- S/N Ratio : 50 dB (AGC)

The fixed mounts shall be supplied according to the location of each camera and conform to the docor of area. The CCTV cameras shall be of compact design and housed in a sturdy die cast aluminium frame. The outdoor cameras in weather proof enclosure with washer/wiper arrangement to clean the faceplate of the lens. The washer shall comprise high pressure pump and long life check valve. The cleaning liquid shall be contained in a bottle made of unbreakable material. It shall have sufficient capacity for at least 70 washes. The bottle for cleaning shall be conveniently located for easy refilling. The power supply for the washer/wiper shall be derived from the same source as the power supply for the camera. The washer/wiper arrangement shall be remote controlled from the monitor console.

Operating temperature for indoor camera is 0°C to +50°C and for outdoor camera is -5°C to +70°C.

The camera shall be able to give satisfactory performance in an EMI field with strength of 1 V/m (100 KHz) without noticeable disturbance in the picture.

Mains peak of 350V shall give no noticeable disturbance in the picture. Peaks of 800V shall not cause any defects.

High resolution low light sensitive colour dome camera in high speed P/T/Z assemblies shall be suitable for indoor/outdoor installation as required, minimum 18x optical zoom and 4x digital zoom shall provide recognition at extreme long range. Dome system shall be suitable for flush ceiling, wall and pendent installation. The dome camera shall have following minimum technical specifications:

- Imaging device : 1/3" CCD
- Resolution : PAL
- Signal to noise ratio : 50 dB
- Video output : IV P/P
- Lens : 4.1 – 73 mm
- Focus and Iris : Auto/Manual override
- Variable pan speed : 0.1<sup>0</sup> – 200<sup>0</sup> per second
- Tilt coverage : 90<sup>0</sup>
- Programmable preset positions : 128
- Programmable town : 4
- IP rating : IP66 for outdoor

Focal length shall be 4mm/12.5mm/16mm/25mm according to the field of view requirement of specific area.

Cameras installed in car park/drive way are shall have electronic shuttering techniques and advanced infrared lighting technology to read the car number plate.

#### 4.3 **Monitor**

17" Color video monitor shall provide clear and high quality images, Monitor shall have following minimum technical specifications.

- Convenient front control.
- PAL compatible video standard.
- Multiple video and audio input and output connectors.
- LED beside the selector button indicating which video source is being selected.
- 450 TV lines resolution.
- PAL/NTSC video standard.
- Built in metal cabinet to minimize the electrical and magnetic interference from external sources.

#### 4.4 **Console**

The monitors shall be housed in console located in the central Gate House. Console shall house 2 to 4 monitors, keyboard, DVR and controller. The Console shall be ergonomically designed for viewing by one person in a comfortable sitting position.

#### 4.5 **Digital Video Recorder.**

Ethernet communication shall also be simultaneously available over a LAN or WAN, without disturbance to local control. The software shall provide network control as well as upload and download program settling capabilities.

Sixteen video input DVR shall provide simultaneous viewing, recording, searching, transmission and backup of videos. Recorder shall provide simultaneous record and playback facility. DVR shall have following minimum technical specifications.

- Records maximum 50 images / second on PAL standard.
- Easy to use GUI.
- Real time local DVR Status Display.
- Password protected record lock.
- Built-in multiplexer.

#### 4.6 **Coaxial and Data Cable**

The video transmission system of the CCTV signals shall be done on copper conductor RG6 / RG11 / RG59 Coaxial Cable. The remote control orders shall be transmitted to the camera by means of digital code on data cable.

#### 4.7 **Controller**

Controller shall be capable for handling 200 cameras. Up to 3 slave controllers shall be

added to the system for additional local and remote surveillance. Video sequence shall be programmed for each monitor. An analogue joystick shall give unrivalled control of variable speed cameras. The following functions shall be remote controlled:

- Pan
- Tilt
- Lens Focus
- Washer/wiper

The pan/tilt control shall be provided by a joy stick on the controller, other function shall be controlled by push buttons.

## **5.0 INSTALLATION**

Installation of CCTV System shall be done in strict accordance with the manufacturer's recommendations.

## **6.0 TRAINING**

A training session shall be presented by a fully qualified, trained representative of the equipment manufacturer/supplier who is thoroughly knowledgeable of the specific installation. The training shall be given to personnel responsible for operation and maintenance of the system.

## **7.0 SPARES**

Following minimum spares shall be provided for CCTV system:

- |    |   |   |         |
|----|---|---|---------|
| 1. | Each type camera  | : | 1 No.   |
| 2. | Digital videocassette   | : | 18 Nos. |
| 3. | Any other spares recommended by manufacturer for five years operation of system | : | 1 Lot   |

## **8.0 MEASUREMENT AND PAYMENT**

### **8.1 General**

The Contractor bid amount, against each Bill of Quantities item as given below, shall include design, supply, installation, testing, commissioning and completion for all work specified herein and / or as shown on the Tender Drawings related to the item.

### **8.2 Cameras / Lenses and Monitors**

#### **8.2.1 Measurement**

Measurement shall be made for the total number of cameras/lenses and monitors with accessories acceptably supplied and installed by the Contractor as a complete unit.

#### **8.2.2 Payment**

Payment shall be made for the number of units measured as provided above at the Contractor unit price and shall constitute full compensation for supply, installation, connection, testing and commissioning of the monitors and cameras /

lenses including all mounting arrangement / racks, etc. and all accessories.

**8.3 DVR / Controller**

**8.3.1 Measurement**

Measurement shall be made for the DVR/Controller acceptably supplied and installed by the Contractor as a complete job.

**8.3.2 Payment**

Payment shall be made for the number of job measured as provided above at the contract unit price and shall constitute full compensation for supply, installation, and completion of the DVR/Controller including all control equipment for operation and control of system, mounting racks and interconnections etc.

**8.4 Coaxial Cable / Data Cable**

**8.4.1 Measurement**

Measurement shall be made for the total running meter of coaxial/data cabling for each camera acceptably supplied and installed by the Contractor as complete unit.

**8.4.2 Payment**

Payment shall be made for the total number of units measured as provided above at the contract unit price each and shall constitute full compensation for supply, installation, connection, testing and commissioning of all type of power and video wiring and conduiting/piping including all accessories related to the items.

**8.5 Operator Console**

**8.5.1 Measurement**

Measurement shall be made for the CCTV System Operator Console including chair acceptably supplied and installed by the Contractor as a complete job.

**8.5.2 Payment**

Payment shall be made for the complete job measured as provided above at the contract unit price each and shall constitute full compensation for supply, installation, connection, testing and commissioning of monitors, keyboard and DVR in the Console and all accessories.

**8.6 Spare Parts**

**8.6.1 Measurement**

Measurement shall be made for the spare parts of the CCTV system, acceptably supplied by the Contractor as a lot.

**8.6.2 Payment**

Payment shall be made for the lot of spare parts, as provided above at the contract unit price and shall constitute full compensation for supply, tagging and packing of spares in wooden/steel storage box.



## UNINTERRUPTIBLE POWER SUPPLY SYSTEMS (OR EQUIVALENT)

UPS of rating 12KVA, single phase, 230V, 0.8p.f lagging, 2 hours backup time with lead acid batteries, battery rack and cabinet. The complete unit shall be designed, fabricated and commissioned as per technical specification. **Make:** Prodigy, I-Power, APC (or equivalent)

### 1. SCOPE OF WORKS

The present specification indicates the characteristics required for the supply of uninterruptible power supply system.

The product supplied must be compatible with the specification requirements. Any departure from the specification must be indicated in the bid phase.

### 2. APPLICABLE STANDARDS & CODES

The following Standards are referred to in this Part:

Safety compliance	EN 50091 – 1 – Dir. LVD 73/23-93-68 EEC
EMC compliance	EN 50091 – 2 – Dir. EMC 89/336 EEC
Immunity to lightning	IEC 60801 – 5
Performance & Design	IEC/EN 62040 – 3
Design & Manufacturing	IEC 60146
LV Switchgear & Control Gear	IEC 60647
LV Control Gear	IEC 60948

2

#### 2.1 Submissions

Submit in accordance with General Specification for electrical works.

### 3. SHOP DRAWINGS

- a) Submit dimensional drawings of the main switchboard, including sections and elevations, showing the following:
- UPS single line / schematic diagrams / layouts and component list.
  - Positions and method of fixing cable and boxes.
  - Location of terminal boards.
  - Other pertinent data

### 4. PROJECT DATA

- a) Submit
- UPS technical data
  - Full specifications of the enclosure and the components of the equipment with relevant sheets of manufacturer's catalog.
  - Confirmation that the equipment complies with the relevant specifications.

### 5. MATERIAL

#### 5.1 DESCRIPTION OF THE REQUIRED SYSTEM

The UPS system shall comprise of rectifier, battery charger and inverter modules, and internal static by pass, manual Maintenance bypass & power module.

- a) The UPS system shall be designed in such a way that any spare part, printed circuit boards, sub-assembly or component, can be replaced without any adjustment.
- b) It shall supply clean, uninterrupted power to the critical loads and meet the specifications.
- c) Transformers shall be manufactured using vacuum pressure impregnated insulation.

The system required is an uninterruptible power supply (UPS) with ratings in KVA and number of IN / OUT phases as shown on the drawings and / or BOQ, with On-Line double conversion topology. The load is always powered by the inverter, which supplies a sinusoidal voltage that is filtered and stabilized in voltage, form and frequency. Moreover, the input and output filters significantly increase the immunity of the load against mains interference and lightning. The maximum permanent operating temperature shall be 40 degree centigrade. Humidity of 95% (non-condensing) and noise level shall be < 52 dB (A) at 100% load.

## 5.2 CHARACTERISTICS

The system has to provide a power supply that is filtered, stabilized and Reliable (On - Line double conversion technology in accordance with standard EN50091-3) with filters for the suppression of atmospheric noise.

The system should be based on on-line technology for maximum protection for the connected loads. A double conversion stage is also required to filter and stabilize the input voltage, by regenerating it and removing mains interference (over voltages, frequency and voltage fluctuations). The UPS shall be of European or USA origin including lead acid batteries of 5 year life.

The UPS must provide the following features and be capable of:

- a) Inverter Design based on IGBT
- b) Total microprocessor based technology
- c) Distributed parallel configuration
- d) Manual and Automatic battery test
- e) UPS can be connected in parallel
- f) Automatic shutdown function when load is absent
- g) Protection against battery deep discharge
- h) LCD and LEDs Display
- i) Built in isolation transformer
- j) Built in automatic and manual by pass
- k) Monitoring and shut down software included
- l) Cold start

Low consumption

The UPS must provide various operating modes to reduce consumption. The user must be able to select from the following modes:

- a) **“On-Line”** operation (in compliance with standard EN50091): to guarantee maximum protection for the load.
- b) **“Back-up”** operation: For the supply of power to emergency lighting

Automatic restarts when mains power returns

Frequency auto-sensing

Network management through TCP/IP protocol:

The system must be provided with the software to guarantee the efficient and intuitive management of the UPS, displaying by means of bar graphs the most important information such as input voltage, applied load, battery capacity, etc.

Manual by-Pass/Maintenance by pass.

It must be possible to connect the UPS to a manual by-pass system. Manual bypass switch system of full UPS shall be integrated into the UPS so that load can be transferred to mains supply WITHOUT break for maintenance of UPS. Procedure for transfer to maintenance bypass and back to UPS shall be controlled by the bypass menu of the UPS, thus eliminating possibility of causing disturbance of load by operator who is unaware of correct procedures. (it must also be possible to read on the UPS display the signals on the status of the by-pass). Moreover, the UPS shall also have the feature of built in automatic bypass.

Maximum acceptable tolerance for mains switching +/-15%

Maximum frequency tolerance accepted for switching +/-2%

OVERLOADS ON BY-PASS (xIn)

1s	5(MIN)
10ms	20(MIN)
Efficiency	>99%

### 5.3 **RECTIFIER/CHARGER**

In normal operation mode this converts the mains AC current into a constant DC current, suitable for the inverter and battery charger. When the main is absent, it receives power from the batteries to provide the inverter with constant voltage. In the single phase output versions the Converter may either be connected to a 230V single phase line or three phases with neutral line. The choice of a single phase or three power supplies can be made during installation.

The rectifier/charger shall be solid state type with fully controlled 6-pulse Thyristor Bridge and anti-harmonic chokes. It shall have 10 sec walk-in ramp for input current, adjustable battery current and voltage. It shall recharge a fully discharge battery in 24 hours. A boost

charge facility shall be provided. A normally open contact rated at 220 VAC, 2A, close on boost charge, shall be provided for remote monitoring.

The rectifier behaves as a PFC (Power factor Control) with an input power factor close to 1.

The input ratings shall be as follows:

3-Phase Voltage	:	400 volts AC
1-Phase Voltage	:	230 volts AC
Voltage Range	:	+/- 10%
Wiring	:	3-phase = 3 wire + Neutral + Earth, 1 – Phase = 2 wire + Earth
Frequency	:	50 Hz
Frequency Range	:	45-65 Hz
Power Factor	:	95%

#### 5.4 **BATTERY (Value regulated Lead Acid)VRLA**

Unless otherwise specified in the Project Documentation, the battery shall be of sealed lead acid maintenance free type and sized for the pre-selected time with the UPS operating at rated load. The battery set shall be installed in similar cabinet finish as the UPS unit. Battery origin shall be Europe or USA. Battery service life shall be 5 years without any deration.

The battery system shall be sized to maintain full load / maximum capacity of UPS for a period of 30 minutes. Compensation of battery voltage with temperature shall be 2 mV/°C per element. If the UPS is imported Bidder has to ensure that the battery bank shall be imported for same finish. Weight of UPS is to be clearly mentioned with & without battery. The details of battery system to be enclosed with Bidding Documents for each UPS, mentioning the number of batteries for each UPS and their voltage/amperes for required backup time. Shelves for quick replacement and servicing shall be provided.

#### 5.5 **INVERTER**

The Inverter shall be either phase to phase or three phase base on IGBT (Isolated Gate Bipolar Transistor) technology, to allow for a fast switching frequency (>20 kHz) reducing power consumption and noise level (above 16 KHZ). The specified UPS rated power shall be at 0.8 p.f. The output ratings shall be as follows:

##### **OUTPUT**

Number of phases	:	1 or 3 (as shown)
Nominal voltage	:	3-phase = 400 volts, 1-phase = 230 volts
Wave form	:	Sinusoidal
Frequency	:	50 Hz
Operation as frequency converter	:	YES
Operation as back-up unit (Load powered only if mains absent)	:	Selectable

Current peak factor (as per standard EN50091-3)	:	3:1
Static variation at full load linear	:	<1%
Dynamic variation at 100% step load (With load impact from 0 to 100%)	:	<5%
Output frequency variation with mains absent	:	0.1%
Output frequency variation with mains present	:	2%
Voltage distortion (linear load)	:	<3%
Voltage distortion (non-linear load)	:	<5%
Harmonic distortion	:	Less than $\leq 3.5\%$ THD
Efficiency	:	90% to 94%
Regulation	:	Voltage transients Shall not exceed +/- 5% for a 100% load Step change and the Return to steady state Value shall be in less than 20 milliseconds.
Audible noise	:	52 dB at 1.5 m at 100% Load

#### 5.6 OVERLOAD CAPABILITIES

Inverter shall sustain 125% overload for at least 15 minutes and 150% overloads for 1 minute. After delay, if overload persists, the load shall be transferred to bypass supply without break, if Mains voltage is within tolerance limits. The UPS shall check the load and if the load is below overload threshold, inverter shall restart automatically and load shall be transferred back to inverter. Facility to inhibit automatic re-transfer shall be provided. The overload characteristics shall be as follows:

##### Static Bypass Switch:

Static bypass switch shall consist of fully rated silicon controlled rectifies. Part rated with wrap round contactors are not acceptable.

- 100 % < Load < 110%	:	continuous
- 110 % < Load < 125%	:	1 minute
- 125 % < Load < 150%	:	20 second
- Short circuit current (t < 0.5 se c.)	:	200%
- Short circuit current (phase/neutral)	:	2.8 In (MIN)
- Inverter efficiency	:	94% (MIN)

#### 5.7 INTERFACING

##### Connectors for remote signals and controls

The UPS shall provide the following connectors:

Connectors for EPO, emergency remote shutdown control, female DB15 (input/output contacts for remote signaling); male DB9 (RS232-1); female DB9/USB (RS232-2 for

modem connection); slot for SNMP card.

The contractor shall assess the electrical load capacity of the UPS taking into account derating for non-linear and worst case ambient temperature conditions.

The UPS cabinet shall be designed such that all components are removable from the front and cable entry by floor mounted gland plates.

## 5.8 LOCAL MONITORING AND CONTROL

### Monitors

- a) A microprocessor controlled display unit shall be located on the front part of UPS system.
  - i) rectifier/charger on
  - ii) load on inverter
  - iii) load on Mains to bypass
  - iv) alarm
  - v) inverter shutdown imminent
  - vi) boost charge
- b) An audible alarm shall warn the user of faults or operating problems. The system shall be equipped with an alarm off button. Metering values displayed on an alphanumeric display (Year, Month, Day, Hours, and Minute).
- c) The following measurements shall be available:
  - i) inverter output voltage (L-L)
  - ii) inverter output frequency
  - iii) inverter output currents
  - iv) voltage across battery terminals
  - v) battery current (charge) input voltages
  - vi) mains (rectifier/charger) input voltages (L-L)
  - vii) rectifier/charger input currents

## 5.9 REMOTE CONTROL AND MONITORING

On request, the supplier must be able to guarantee 24 hour remote supervision of the equipment. The product provided must therefore be able to dialogue via modem and to communicate with the authorized support centers that will be able to interrogate the system periodically and verify the present and past operating parameters, and send a report to the user, in fully automatic mode.

The UPS must be able to call the support centers to signal alarms or faults automatically so that the support centre may intervene immediately. Remote transmission shall be possible for all controls, monitors and measurement indication on the UPS unit.

## 5.10 PROTECTIVE DEVICES, CONTROLS AND MONITORS

The UPS shall be built on modular basis.

The UPS shall include protection against surge, input over voltage, load short circuits, external or internal over-temperature, vibration and impacts during transport, surge protection shall be provided.

The UPS shall stop automatically if the DC voltage drops below a pre-set minimum value.

the operating status of the UPS is to be provided by means of a liquid crystal display (LCD) with contrast control and having two (minimum) rows of at least 30 characters.

Controls shall be micro processor based and the following main controls shall be possible:

- four luminous report signals:
  - i) power supply and by-pass lines input
  - ii) Inverter output
  - iii) By-pass line output
  - iv) Battery input
- rectifier/charger on/off
- inverter on/off
- forced shutdown
- forced transfer upon forced shutdown of inverter when the bypass power supply is outside tolerances
- self-test and an acoustic alarm device
- Static bypass switch on/off
- Maintenance bypass switch activated
- External by pass
- Low/Discharge battery indication
- Load not transferred from UPS.

## 5.11 MIMIC PANEL DIAL

List of information accessible from the mimic panel:

- Help
- Language: English
- Measurements
- Controls
- Personalization (accessible via code)
- Events log
- Remote management.

## 6.0 TESTING

The UPS manufacturer shall provide proof of a stringent Quality Assurance Program. In particular

the main equipment manufacturing stages sanctioned by appropriate tests such as incoming components inspection, discrete sub-assembly tests and complete functional checks on the final product. Equipment shall undergo on-load burn-in leaving the factory. Final inspection and calibration operations shall be documented in a report drawn up by the supplier's Quality inspection department. The load test for each UPS with the proposed battery system is essential prior to final payment.

**7.0 MODE OF PAYMENT**

- (a) Equipment + battery 70%
- (b) Installation 10%
- (c) Testing commissioning + Engineer's certificate 20%.



# Part-I

## Section V. Bidding Forms

### 1. Bid Submission Form

Date: \_\_\_\_\_  
No: \_\_\_\_\_

To  
[Client Address]

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 10% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

**We agree to abide by this Bid for a period of 120 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]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 2. Manufacturer's Authorization Form

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

To: *[name of the Purchaser]*

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.

### 3. Price Schedules

Sr.	Item/Description	Brand/Model/ Origin	Qty	Unit Price with GST (Rs.)	Total Amount With GST (Rs.)
1	<b>Closed Circuit TV &amp; Security System</b> Specs available at Part-I, Section –IV of Tender Document				
2	<b>Uninterruptible Power Supply System</b> Specs available at Part-I, Section -IV of Tender Document				
<b>TOTAL AMOUNT WITH GST (Rs.)</b>					

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. The supplier has to provide the following free of cost:
  - i. Standard Tool Kit.
  - ii. Technical and Operation Manual.
  - iii. At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.
  - iv. At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods.

## Part-II

### Section I. Contract Forms

#### 1. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Purchaser] (hereinafter called "the Purchaser") of the one part and [name of Supplier] of (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser 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 and the 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 Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the 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 Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## 2. Performance Security Form

To:

[*Client Address*]

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 we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

---

[*name of bank or financial institution*]

---

[*address*]

---

[*date*]

## **Part-II**

### **Section II. General Conditions of Contract**

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser 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.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation 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.
  - (e) "GCC" mean the General Conditions of Contract contained in this section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
  - (h) "The Purchaser's country" is Islamic Republic of Pakistan.
  - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - (j) "The Project Site," where applicable, means the place or places named in SCC.
  - (k) "Day" means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin**
- 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 Bank**

5.1 The Supplier shall not, without the Purchaser'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 Purchaser 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 Purchaser'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 Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

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 by the Procuring Agency.

#### **6. Patent Rights**

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

#### **7. Performance Security**

7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser 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 Purchaser 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 Pakistan, in the form provided in the bidding documents or another form acceptable to the Purchaser;  
or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Purchaser 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 Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any 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 Purchaser.

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

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

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

destination and the absence of heavy handling facilities at all points in transit.

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

**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 Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

**12. Transportation**

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

**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 Purchaser'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 Purchaser 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 Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, 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 Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

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 Purchaser 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 Purchaser.

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 Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights

which the Purchaser may have against the Supplier under the Contract.

## **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 Purchaser 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 Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

## **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 or in the Purchaser's request for bid validity extension, as the case may be.

## **18. Change Orders**

- 18.1 The Purchaser 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 Purchaser;
  - (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 Purchaser'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**

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written

consent.

- 21. Subcontracts**
- 21.1 The Supplier shall notify the Purchaser 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 Purchaser 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 Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 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 Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default**
- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser 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 Purchaser 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 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.

- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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

## **26. Termination for Insolvency**

- 26.1 The Purchaser 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 Purchaser.

- 27. Termination for Convenience**
- 27.1 The Purchaser, 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 Purchaser'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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser 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 Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed 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 Islamic Republic of Pakistan.
- 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 fax 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 Purchaser.



## **Part-II**

### **Section III. Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

#### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Purchaser is: University of Engineering & Technology Taxila

GCC 1.1 (h)—The Purchaser's country is: Islamic Republic of Pakistan

GCC 1.1 (i)—The Supplier is: [Detail]

GCC 1.1 (j)—The Project Site is: UET, Taxila

#### **2. Country of Origin (GCC Clause 3)**

#### **3. Performance Security (GCC Clause 7)**

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

#### **4. Inspections and Tests (GCC Clause 8)**

GCC 8.6—

Inspection and tests prior to delivery of goods and at final acceptance are:-

- i) For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)
- ii) For Physical Fitness having No Damages (Certificate from supplier)
- iii) For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)
- iv) For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Concerned Department/ Section)
- v) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Concerned Department/ Section)

## **5. Delivery and Documents (GCC Clause 10)**

GCC 10.3— Upon shipment, the Supplier shall notify the Purchaser 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 Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) 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;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's or Supplier's Valid Warranty Certificate;
- (vi) Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report; and
- (vii) Certificate of Origin.
- (viii) The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

## **6. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

## **7. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are:

- A) At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.
- B) At site preventive maintenance on quarterly basis by the bidder's qualified staff for one year, starting from final acceptance of goods.

The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

## **8. Warranty (GCC Clause 15)**

GCC 15.2—In accordance with the provisions, the warranty period shall be 2000 hours of operation or 12 months (parts and labor warranty) from date of Handing Over (Final Acceptance) of the Goods whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

**or**

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall not be exceeding 10% of total value of the contract as per Notification No. UETT/A&R/S-5(41)/1476 dated 01.01.2016.

**or**

(c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 72 hours.

## **9. 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:

### **Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

**Billing Cycle:** The billing shall be on monthly basis.

(i) **Payment against Delivered Goods:** Upon submission of claim, the supplier shall be paid within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC 4.

## **12. Prices (GCC Clause 17)**

GCC 17.1—Prices shall be: Fixed.

## **13. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: 0.1% of contract price per day

Maximum deduction: 10% of contract price as per Notification No. UETT/A&R/S-5(41)/1476 dated 01.01.2016.

**14. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English.

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991  
The Bonded Labour System (Abolition) Act of 1992  
The Factories Act 1934

**17. Notices (GCC Clause 31)**

GCC 31.1—Purchaser's address for notice purposes – Office of The Director Procurement, University of Engineering & Technology (UET), Taxila.

—Supplier's address for notice purposes: