

Allama Iqbal Open University Islamabad



Bidding Documents

(Single Stage -Two Envelopes)

TENDER NO. 25/2020-21

PROCUREMENT OF TYRES & BATTERIES

Last Date of Submission: 5.11.2020 at 1030 Hours
Opening AT 1100 Hours

Note:

The tender documents must be signed & stamped and attached with Technical Bid under clause 5, 14 & 17 of ITB otherwise bid will be rejected.

Directorate of Purchase & Stores

AIOU, Islamabad

Ph: 051-9250031-35

gul.aziz@aiou.edu.pk, atta.rehman@aiou.edu.pk

www.aiou.edu.pk

Tender Fee Rs. 1,000/-

FTN: 9011002-1

ADVERTISEMENTS



ALLAMA IQBAL OPEN UNIVERSITY

Directorate of Purchase & Stores

INVITATION TO BIDS

Allam Iqbal Open University, Islamabad invites sealed bids from **eligible bidders** for the **Procurement of following items at DDP basis: -**

Tender No.	Description	Bidding Procedure
25/2020-21	Procurement of Tyres & Batteries	Single Stage - Two Envelopes
26/2020-21	Procurement of Stationery & Misc Items	
27/2020-21	Printing of Textbooks for Autumn 2020 Semesters	
28/2020-21	Procurement of Sanitary, Plumbing & Misc. Items a) Sanitary & Plumbing Items b) Misc. Items for Maintenance & Service of ACs c) Misc. Items for Repair & Maintenance	Single Stage - One Envelopes

1. Bid validity in respect of Tender No. 26/2020-21 will be for One (1) year after opening of financial bid
2. Bid validity in respect of tender No. 25/25020-21, 27/2020-21 & 28/2020-21 will be 120 days after opening of financial bid.
3. The complete set of Bidding Documents containing detailed terms & conditions are available at PPRA (www.ppra.org.pk) and AIOU website (www.aiou.edu.pk). The tender fee is Rs. 1,000/- (Non-refundable) which can be deposited in shape of CDR, Pay Order, Demand Draft, Banker's Cheque or bank challan and to be attached with technical bid.
4. The bid must accompany with **bid security 2%** of the bid price in favor of "Treasurer, AIOU" in shape of CDR, Pay Order, Demand Draft, or Banker's Cheque from a Scheduled Bank of Pakistan.
5. Sealed Bids must be delivered **on or before November 05, 2020 (Thursday) 1030 Hours in the Committee Room of Sir Syed Hall Block No. 24 AIOU Main Campus Sector H - 8 Islamabad**. The bids will be opened on same day at **1100 Hours**.
6. **Bids without signed & stamped bidding documents shall not be entertained**
7. **Late & incomplete bids shall not be entertained.**
8. **Bids in respect of Tender No. 26/2020-21 are invited as per closed framework agreement under PPRA Rules 2004 (Amended up-to date).**

Muhammad Gul Aziz Awan

Additional Registrar Procurement

Directorate of Purchase & Stores, Storage Building, Behind Block No. 3

Allama Iqbal Open University, H - 8 Islamabad

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PART-I

SECTION I. INSTRUCTIONS TO BIDDERS (ITB).....

SECTION II. BID DATA SHEET

SECTION III. SCHEDULE OF REQUIREMENTS

SECTION IV. TECHNICAL SPECIFICATIONS.....

SECTION V. BIDDING FORMS.....

 1. Bid Submission Form.....

 2. Manufacturer’s Authorization Form.....

 3. Price Schedules.....

PART-II

SECTION I. CONTRACT FORMS

 1. Contract Form.....

 2. Performance Security Form.....

SECTION II. GENERAL CONDITIONS OF CONTRACT (GCC).....

SECTION III. SPECIAL CONDITIONS OF CONTRACT (SCC)

Part-I

Section I. Instructions to Bidders

A. Introduction

- 1. Source of Funds**
 - 1.1 The Procuring Agency named Allama Iqbal Open University Islamabad has allocated budget for the **FY 2020-21**. 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** duly registered with FBR for income tax & sale tax and appears in latest active taxpayers list except as provided hereinafter. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
 - 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 Public 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. Bidding Procedure

4.1 **Single Stage – Two Envelopes Bidding Procedure shall be applied as per rule 36(b) PPRA Rules 2004.**

4.2 The bid shall comprise a single sealed package containing two separate sealed envelopes. Each envelope shall contain separately the **Technical Proposal and Financial Proposal.**

4.3 The envelopes shall be sealed & marked as **“TECHNICAL PROPOSAL”** and **“FINANCIAL PROPOSAL”** in bold and legible letters.

4.4 Initially, only the envelope marked **“TECHNICAL PROPOSAL”** shall be opened. The envelope marked as **“FINANCIAL PROPOSAL”** shall be retained in the custody of Procuring Agency without being opened.

4.5 The Procuring Agency shall evaluate the Technical Proposal, without reference to the price and reject any proposal which do not conform to the specified requirements.

4.6 During the technical evaluation, no amendments in the technical proposal shall be permitted.

4.7 The Financial Proposals of bids shall be opened publicly at a time, date and venue to be announced and communicated to the bidders in advance.

4.8 After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only.

4.9 The financial proposal of bids found technically non-responsive or non-compliant shall be returned **unopened** to the respective bidders.

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 Procuring Agency in writing or by email at the Procuring Agency's address indicated bid data sheet. The Procuring Agency 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 Procuring Agency'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 Procuring Agency, 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 Procuring Agency, 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 Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in 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 Procuring Agency

and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an **adjustable price quotation** will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

11.6 The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.

11.7 The prices must include all the taxes and duties levied by government, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties.

11.8 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.

11.9 While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

**12. Bid
Currencies**

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

**13. Documents
Establishing
Bidder's
Eligibility and
Qualification**

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

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is 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 Procuring Agency's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the 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 Procuring Agency; and

- (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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 Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

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

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

- (b) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for **180** (One Hundred & Eighty) days.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Agency as nonresponsive, pursuant to ITB Clause 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 Procuring Agency pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 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 34;

or

(ii) to furnish performance security in accordance with ITB Clause 35.

**16. Period of
Validity of
Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (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.

**17. Format and
Signing of Bid**

17.1 The bidder shall prepare and submit its bid along with original purchase receipt. 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. The person or persons signing the bid shall initial & stamp all pages of the bid, except for un-amended printed literature.

17.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.3 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 envelopes shall be marked as "Quotation / Bid against **Tender No. 25/2020 for Procurement of Tyres & Batteries** with Bidder Name" in bold and legible letters to avoid confusion. The envelope shall be sealed and:

18.2 be addressed to the Procuring Agency at the address given in the Invitation for Bids and;

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 18.1, the Procuring Agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Procuring Agency at the address specified under ITB Clause 18.2 not later than the time and date specified in the Bid Data Sheet.

19.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

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

21. Withdrawal of Bids

21.1 The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. 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 in instruction to bidders.

E. Opening and Evaluation of Bids

- 22. Opening of Bids**
- 22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.
- 22.2 The bidders' names and their quoted rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of proposal. 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.
- 22.4 The Procuring Agency will prepare minutes of the bid opening.
- 23. Clarification of Bids**
- 23.1 During evaluation of the bids, the Procuring Agency 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 Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 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 Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation & Qualification of Bids

- 25.1 In the absence of **prequalification**, the Procuring Agency 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.
- 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 Procuring Agency deems necessary and appropriate.
- 25.3 The Procuring Agency 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 Procuring Agency's **financial evaluation** of a bid will be based on weightage of both technical and financial bids. In final decision, technical bid score will have **weightage of 70% and financial proposal will have weightage of 30%**.

25.5 The formula for final evaluation of bid is given in bid data sheet.

25.6 In pursuance of sub clause 25.4, the bidder having highest evaluated score will be the Most Advantageous Bidder.

26. Contacting the Procuring Agency

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency 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 Procuring Agency, it should do so in writing.

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

27. Qualification & Disqualification of Bidders: 27.2 The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.

28. Announcement of Evaluation Report The Procuring Agency shall declare the results of bid evaluation prior to the award of procurement contract.

F. Award of Contract

29. Award Criteria 29.1 Subject to ITB Clause 30, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

30. Procuring Agency's Right to Accept or Reject All Bids 30.1 The Procuring Agency 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 Procuring Agency's action.

31. Procuring Agency's right to vary quantities 31.1 : Procuring Agency reserves the right at the time of Contract's award/Purchase Order to increase or decrease, the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

32. Limitations on Negotiations 32.1 Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the Public Procurement Regulatory Authority and its subsequent amendments, if any.

33. Notification of Award 33.1 Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered

letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.

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

33.3 Failure of the successful bidder to comply with the requirement of instructions to the bidders shall constitute sufficient grounds for the annulment/termination of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

33.4 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

34. Signing of Contract

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

34.2 Within Fifteen (15) days of the issuance of notification of award from the Procuring Agency, the successful Bidder shall furnish the stamp paper worth minimum Rs. 100/- to prepare the contract as provided in the tender documents.

34.2 Both the successful bidder and the Procuring Agency shall sign with date the Contract on the legal stamp paper. Thereafter, the Procuring Agency will issue Purchase Order. If the successful bidder, after completion of all Codal Formalities shows inability to sign the Contract then the firm shall be blacklisted minimum for two years. In such situation, the Procuring Agency may make the award to the next lowest evaluated bidder or call for new bids.

35. Performance Security

35.1 Within Ten (10) days of the **issuance** of notification of award from the Procuring Agency, the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the Performance Security Form provided in the bidding documents.

35.2 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 Procuring Agency may make the award to the next lowest evaluated Bidder or call for new bids.

36. Schedule of Requirement

36.1 The supplies shall be delivered within **30 days** (including holidays) w.e.f. the next date after the date of issue of Purchase Order (without penalty) and with prescribed penalty, as per following schedule of requirement:

Mode of penalty	Shipping/Delivery Period
Without Penalty	30 Days (Grace Period: 10 days)

36.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, **penalty at the rate of 2% of the total cost per week** shall be applied which will be recovered from invoices of the contractor. **Maximum penalty will be 5% of the total cost.**

36.3 In pursuance of sub clause 36.2, The maximum period allowed for delivery of store / goods will be **Forty-Five (50) days** from the next date of the issuance of the purchase / supply order.

36.4 In pursuance of sub clause 36.3, If the contractor fails to deliver the store / goods within stipulated time, the purchase / supply order **shall be stand canceled** without issuing any notice to the contractor.

36.5 In pursuance of sub clause 36.3, if the contractor fails to deliver the store / goods within stipulated time the contractor will be blacklisted for **minimum two years**. Further, the contractor will be debarred from tenders / procurements of Allama Iqbal Open University **up to 05 years**.

36.6 Delivery period will be started from the next date of issuance of Purchase order to the Contractor.

37. Corrupt or Fraudulent Practices

37.1 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 pursuance

- (ii) “fraudulent practice” means a misrepresentation of facts at any level 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 **PPRA Rules 2004**, 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.

37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 24.1 of the General Conditions of Contract.

38. Black Listing of Contractor(s) 38.1 The university reserve the right to proceed for black listing of contractor(s) under PPRA rules 2004 if he fails to perform any obligation(s) under the Contract and if the contractor, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

39. Cost of Bidding 39.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

40. Bid Discount 40.1 **The bidder may offer unconditional discount, in percentage of their quoted price or bids, before opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the bids are opened**

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.

Introduction	
ITB 1.1	Allama Iqbal Open University, Islamabad
ITB 1.1	Procurement of Tyres & Batteries
ITB 6.1	<p>For clarification purposes, the Employer's address is:</p> <p>Primary Contact Atta Ur Rehman Assistant Treasurer (Procurement) Directorate of Purchase & Stores AIOU, Islamabad 051 9250031-35 atta.rehman@aiou.edu.pk</p> <p>Secondary Contact M. Gul Aziz Awan Additional Registrar (Procurement) Directorate of Purchase & Stores AIOU, Islamabad 051-9250031-35 gul.aziz@aiou.edu.pk</p> <p>Requests for clarification shall be received by the Employer no Later than one week before opening of Bids</p>
ITB 8.1	Language of the bid – English

Bid Price and Currency	
ITB 11.2	The price quoted shall be Delivered Duty Paid at locations mentioned in Schedule of Requirements including the delivery charges.
ITB 11.5	The price shall be in Pak Rupees and shall be fixed.

Preparation and Submission of Bids	
ITB 13	<p>Qualification requirements. In addition to ITB 13, the potential bidder must also fulfill the following: -</p> <p>I – Mandatory Requirements: -</p> <p>a) Tender Fee Rs. 1000/-</p> <p>b) National Tax Number (NTN) Certificate</p>

	<p>c) General Sales Tax (GST) Registration Certificate</p> <p>d) Must include in Active Taxpayer's list (Print of Online Verification) (FBR 100% Compliance, please attached the copy of FBR Compliance)</p> <p>e) Authority Letter from the Bidder Company authorizing the relevant person to represent the company.</p> <p>f) Affidavit of Non-Black Listing & Integrity Pact at stamp paper worth minimum Rs. 100/- (Format Attached at Section-5 bidding forms).</p> <p>II – Specific Requirements: -</p> <p>a) Technical Brochures of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin.</p>
ITB 15.1	<p>Amount of Bid Security: 2% of the bid price.</p> <p>Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of only CDR, Bank Draft, Pay Order or Banker's Cheque in favor of "Treasurer, AIOU" Islamabad having its validity 180 days. (Bid Security in any other form as prescribed above shall not be acceptable.)</p> <p>Bid Security to be attached with the Financial bid. Otherwise, your bid is liable to be rejected.</p>
ITB 16.1	Bid Validity Period: 120 days from the date of financial bid opening.
ITB 18.2 (a)	Address for Bid Submission: Committee Room of Sir Syed Hall, Block No.24, AIOU Islamabad
ITB 18.2 (b)	IFB Title and Number: 25/2020-21 Procurement of Tyres & Batteries
ITB 19.1	Deadline for Bid Submission: 5.11.2020 (Thursday) at 10:30 AM
ITB 22.1	Time, Date, and Place for Bid Opening: 5.11.2020 (Thursday) at 11:00 AM in Committee Room, Sir Syed Hall, Block No. 24, AIOU Islamabad
ITB 40.1	Bid Discount: The bidder may offer unconditional discount, in percentage of their quoted price or bids, before opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the bids are opened.

Bid Evaluation			
ITB 25.3	Criteria for bid evaluation: Lowest Delivered Duty Paid (DDP) Total Price offered by the qualified responsive bidder. The Bid Evaluation Criteria is as under:		
TECHNICAL EVALUATION CRITERIA			
S. No.	Item Name and Description	Marks	Maximum Marks
1	Past Performance/ Experience of the Bidder (Reg. with GST/NTN)	-	10
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	-
2	Relevant Experience	-	10
2.1	1 - 5 year experience	3	-
2.2	6 - 10 year experience	6	-
2.3	11 & above year experience	10	-
3	Financial Position/ Status	-	10
3.1	Last sales tax paid Form	4	-
3.2	Bank Certificate (satisfactory)	2	-
3.3	Annual Turn Over (Min. 2 M) (Attach Bank Statement of One Year)	4	-
4	Technical Evaluation of Quoted Items	-	70
4.1	Specifications Mentioned at Annex-A	50	
4.2	Literature in printed shape attached	5	
4.3	Reliability Satisfaction reports from clients will be required to award points. Criteria 01 report = 01 point	5	
4.4	List of clients / where such equipment(s) delivered / installed Criteria: 02 Clients = 01 point	5	
4.5	Availability of in Open Market (Availability at major retail outlets / shops) Criteria: 01 outlet = 01 point (Attach Inventory Sheet of Stores)	5	
TOTAL		-	100
FINAL REMARKS (Technically if score 60 or more, that is "Qualify" and if score 60 below, that is "Not Qualify")			

ITB 25.4	Bid Evaluation Formula
$Score_i = \left(\frac{Cost_{lowest}}{Cost_i} \right) \times 30\% + \left(\frac{Technical_Score_i}{Technical_Score_{highest}} \right) \times 70\%$	
where:	
Score _i	= Evaluated Score of Bidder i
Cost _i	= Evaluated Bid Price of Bidder i
Cost _{lowest}	= Lowest Evaluated Bid Price amongst all Responsive Bids
Technical_Score _i	= Technical Score of Bidder i
Technical_Score _{highest}	= Highest Technical Score amongst all Bids

Part-I

Section III. Schedule of Requirements

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

DELIVERY SCHEDULE

CAT-A: TYRES

Sr. No.	Items Name	QTY	Location	Delivery Period
1.	900-20 14 PLY (Hino Bus) (Tyre, Tube, Flaps)	07	AIOU Islamabad	30 Days (Grace Period 10 Days)
2.	750-16 14PR (Mini Hino) (Tyre, Tube, Flaps)	14		
3.	6.00-16 SL 6PLY (Front Tyre)	02		
4.	750-16 8PR	02		
5.	8.25-20 (Water Tank)	08		
6.	195-R 14 c Tube less	25		
7.	185 R 14 (O.B Van)	05		
8.	750-20	06		
9.	175-70-R13 (Cultus Car)	05		
	Total	74		

CAT-B: BATTERIES

Sr. No.	Items Name	QTY	Location	Delivery Period
1.	6 X 120 12V90AH (Exide)	12	AIOU Islamabad	30 Days (Grace Period 10 Days)
2.	NS 90 12V72AH (Exide)	01		
3.	N180+12V130AH (Exide)	04		
4.	N105 12V80AH Exide (20 Hours)	02		
5.	N-135 12 v	1		
6.	GL-50+12V34AH Exide	03		
7.	GL-52 12V38AH (20 HRS) Exide	01		
	Total	24		

Part-I

Section IV. List of Items with Technical Specifications

BROAD SPECIFICATIONS:

CAT-A: TYRES

Sr. No.	Items Name	QTY	Location	Delivery Period
10.	900-20 14 PLY (Hino Bus) (Tyre, Tube, Flaps)	07	AIOU Islamabad	30 Days (Grace Period 10 Days)
11.	750-16 14PR (Mini Hino) (Tyre, Tube, Flaps)	14		
12.	6.00-16 SL 6PLY (Front Tyre)	02		
13.	750-16 8PR	02		
14.	8.25-20 (Water Tank)	08		
15.	195-R 14 c Tube less	25		
16.	185 R 14 (O.B Van)	05		
17.	750-20	06		
18.	175-70-R13 (Cultus Car)	05		
	Total	74		

CAT-B: BATTERIES

Sr. No.	Items Name	QTY	Location	Delivery Period
8.	6 X 120 12V90AH (Exide)	12	AIOU Islamabad	30 Days (Grace Period 10 Days)
9.	NS 90 12V72AH (Exide)	01		
10.	N180+12V130AH (Exide)	04		
11.	N105 12V80AH Exide (20 Hours)	02		
12.	N-135 12 v	1		
13.	GL-50+12V34AH Exide	03		
14.	GL-52 12V38AH (20 HRS) Exide	01		
	Total	24		

The bidder must provide following details of each tyre with **technical proposal**:

- i. Load (Speed Index)
- ii. Load/Tyre (KG)
- iii. Max Speed
- iv. Overall Diameter (MM)
- v. Overall Width (MM)

- vi. Rim Width (Inch)
- vii. OTD at Centre
- viii. Inflation Pressure PS/KG/Sq. CM
- ix. Year of Manufacture
- x. Country of Origin/Manufacturing
- xi. Copy of GD
- xii. Steel Belt Details

Part-I
Section V. Bidding Forms
1. Bid Submission Form (To be attached with Financial Bid)

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 Procuring Agency.

We agree to abide by this Bid for a period of 120 days from the date of financial bid opening under Clause 16 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. Price Schedules
(To be Printed at Company Letter Head)

To,
The Additional Registrar (Procurement)
A.I.O.U, H - 8, Islamabad.

Sr. No.	Items Name / Description	Unit Price (Exclusive of Taxes & Duties)	Qty	Unit Price (Inclusive of All Taxes & Duties)	Amount (Inclusive of All Taxes & Duties)
1					
2					
3					
4					
5					
6					
Grand Total in Figures					
Discount in Percentage (if any) as per PPRA Rule 38 A					
Discount Amount					
Net Amount in Figures <i>(Inclusive of all applicable Taxes & Duties)</i>					
Net Amount in Words <i>(Inclusive of all applicable Taxes & Duties)</i>					

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.

3. CERTIFICATE OF NON-BLACKLISTING & PRICE REASONABILITY
(To be Printed on Stamp Paper Worth Minimum Rs. 100)

We M/s. _____ are not suspended / blacklisted / defaulter of any Government/ Autonomy Institution at any time. In case of any violation on any terms and condition, our security / call deposit may be forfeited, and we shall not challenge it in any court of Law.

Moreover, we also confirm that the prices quoted in Allama Iqbal Open University Islamabad are not more than the prices quoted in other Government / Autonomy institution. In case of any over pricing we shall be bound to refund that to the institution in the best interest of the Government / Health Department. We also confirm to abide by all the terms and conditions laid down in the Tender inquiry or time to time changed by the Government.

Authorized Signature _____

Stamp _____

Part-II

Section I. Contract Forms

1. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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 Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (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 Procuring Agency 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” means the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Procuring Agency” means the organization purchasing the Goods, as named in SCC.
 - (h) “The Procuring Agency’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 Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier’s performance under the Contract if so, required by the Procuring Agency.
- 5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.

- 6. Patent Rights** 6.1 The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 7. Performance Security** 7.1 Within Ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:
- (a) a bank guarantee 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 Procuring Agency; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.
- 8. Inspections and Tests** 8.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data,

shall be furnished to the inspectors at no charge to the Procuring Agency.

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

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

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

9. Packing

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

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

10. Delivery and Documents

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

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

11. Insurance

11.1 The 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.

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

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

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

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

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

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

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period,

the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

16. Payment

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

16.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Agency, but in no case later than 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 Procuring Agency's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted

within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order.

- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from

the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in ITB clause 36.

24. Termination for Default

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

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

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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 Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to

the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

**26. Termination
for Insolvency**

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

**27. Termination
for
Convenience**

27.1 The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring Agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

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

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed 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 Procuring Agency.

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 Procuring Agency is: Allama Iqbal Open University, Islamabad

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

GCC 1.1 (i)—The Supplier is: the individual or firm supplying the goods under this contract.

GCC 1.1 (j)—The Project Site is: AIOU, Islamabad

2. Country of Origin (GCC Clause 3)

2.1. All goods and related services to be supplied under the contract must be from that origin / country as indicated under general conditions of the contract.

3. Performance Security (GCC Clause 7)

3.1. GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be **10% (ten percent of the contract value)** 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. The bank guarantee will require on demand of the competent authority. Otherwise the payment shall be subject to satisfactory inspection report from the concerned evaluation committee and 05% of the total billed amount shall be retained by the University for a **Period Not less than One (01) Year**(after satisfactory inspection report).

4. Inspections and Tests (GCC Clause 8)

4.1. Inspection of supplies/services etc. at final acceptance shall be in accordance with the conditions of contract. After delivery at AIOU Islamabad the goods/services shall be inspected /examined by the Inspection Committee, AIOU Islamabad to physically check the goods/services in accordance with the approved sample and terms / conditions of the Contract. The Committee shall submit its inspection report to Procuring Agency. In case of any deficiency, pointed out by the Inspection Committee in the delivered goods, the Supplier shall be bound to rectify it free of cost. Inspection Committee may require following documents / tests prior to issuance of inspection report: -

- 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 the 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 Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall furnish the following documents (which applicable) to the Procuring Agency:

- (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 Procuring Agency’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 12 months (parts and labor warranty) from date of Handing Over (Final Acceptance) of the Goods whichever occurs later. 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 Procuring Agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.10 % 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.

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:

A. The Payment shall be in Pak Rupees.

B. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST and all taxes (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate and test / analysis report to the effect that the supplies conform to specifications.

C. The laboratory test / analysis charges of sample either against the tender or bulk supplies shall be borne by the Supplier.

D. 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.

10. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: Fixed.

11. Resolution of Disputes (GCC Clause 28)

In case of a dispute between the Procuring Agency and the Supplier, the dispute, in the first instance shall be tried to resolve through negotiations and in case of failure to resolve the same, the matter shall be referred to arbitration through a mutually agreed arbitrator. The proceedings of the arbitration shall take place at Islamabad.

12. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

13. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

14. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency’s address for notice purposes –

Primary Contact
Atta Ur Rehman
Assistant Treasurer (Procurement)
Directorate of Purchase & Stores
AIOU, Islamabad
atta.rehman@aiou.edu.pk 051-9250031-35

Secondary Contact
Muhammad Gul Aziz Awan
Additional Registrar (Procurement)
Directorate of Purchase & Stores
AIOU, Islamabad
gul.aziz@aiou.edu.pk 051-9250031-35

Supplier’s address for notice purposes:

Technical Bid Format
(To be Printed at Company Letter Head)

To,
The Additional Registrar (Procurement)
Allama Iqbal Open University,
Sector H - 8, Islamabad.

Sr. No.	Item Name with Brand Name, Make / Model, Country of Origin	Specifications