

# UNIVERSITY OF ENGINEERING & TECHNOLOGY, PESHAWAR



## STANDARD BIDDING DOCUMENTS

*For*

ESTABLISHMENT OF CIVIL LABS AT ABBOTTABAD CAMPUS,  
UNDER THE PROJECT TITLED STRENGTHENING OF ABBOTTABAD  
CAMPUS OF UET, PESHAWAR

<i>Procurement Ref: No.</i>	<i>:</i>	<i>UET/ABTD/2022-23/002</i>
<i>Opening date of Technical Proposals</i>	<i>:</i>	<i>27<sup>th</sup> December, 2022 AT 11:00 A.M</i>
<i>Venue</i>	<i>:</i>	<i>Conference hall of, UET Peshawar</i>

(Project Director)  
Strengthening of Abbottabad Campus  
Of UET, Peshawar

Rs.1,500/-

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## Section II. Instructions to Bidders

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## Instructions to Bidders

### A. Introduction

<b>1. Source of Funds</b>	<p>1.1. The Purchaser has received developmental grant from Federal Government through HEC, Islamabad for the project titled <b>“STRENGTHENING OF ABBOTTABAD CAMPUS OF UET, PESHAWAR”</b> from the source(s) indicated in the tender data in various currencies towards the cost of the project /schemes specified in the bid data sheet and it is intended that part of the proceeds of this funds will be applied to eligible payments under the contract for which these tender documents are issued.</p> <p>1.2 The funds referred to above in addition shall be “Public Fund” which according to 2 (l) of KPP Rules 2014 means ( i ) Provincial Consolidated Fund; ( ii) foreign assistance; ( iii) all moneys standing in the Public Account; and (iv) Funds of enterprises wholly or partly owned or managed or controlled by Government.</p> <p>1.3 Payment by the Fund will be made only at the request of the Purchaser and upon approval by the Government, and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Khyber Pakhtunkhwa Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.</p>
<b>2. Eligible Bidders</b>	<p>2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the KPPRA Act, 2012 and its Tender Documents except as provided hereinafter.</p> <p>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.</p> <p>2.3 Government-owned enterprises in the Province of Khyber</p>

	<p>Pakhtunkhwa may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Khyber Pakhtunkhwa.</p> <p>2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the Section 44(1) KPP Rules 2014.</p>
<p><b>3. Eligible Goods and Services</b></p>	<p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations and its Tender Documents and all expenditures made under the contract will be limited to such goods and services.</p> <p>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.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>
<p><b>4. Cost of Tender</b></p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the <b>Bid Data Sheet</b>, 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 tender process.</p>

## B. The Tender Documents

<p><b>5. Content of Tender Documents</b></p>	<p>5.1 The goods required, tender procedures and contract terms &amp; conditions are prescribed in the tender documents. In addition to the Invitation for Bids, the tender documents include:</p> <ul style="list-style-type: none"> <li>(a) Instructions to Bidders (ITB)</li> <li>(b) Bid Data Sheet</li> <li>(c) General Conditions of Contract (GCC)</li> <li>(d) Special Conditions of Contract (SCC)</li> <li>(e) Schedule of Requirements</li> <li>(f) Technical Specifications</li> <li>(g) Bid Form and Price Schedules</li> <li>(h) Bid Security Form</li> <li>(i) Contract Form</li> <li>(j) Performance Security Form</li> <li>(k) Letter of authority from Original Equipment Manufacturer</li> <li>(l) Original Equipment Manufacturer qualification statement</li> <li>(m) Agent qualification statement</li> <li>(n) Power of Attorney</li> <li>(o) Reference list of similar installations</li> <li>(p) Integrity pact</li> </ul> <p>5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a bid not substantially responsive to the tender documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
<p><b>6. Clarification of Tender Documents</b></p>	<p>6.1 An interested prospective Bidder requiring any clarification of the tender documents may notify the Purchaser in writing at the Purchaser's address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. 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 interested bidders that have received the tender documents.</p>

<p><b>7. Amendment of Tender Documents</b></p>	<p>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 tender documents by amendment.</p> <p>7.2 All prospective bidders that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.</p> <p>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.</p>
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### C. Preparation of Bids

<p><b>8. Language of Bid</b></p>	<p>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 another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the <b>Bid Data Sheet</b>, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>
<p><b>9.Document Constituting the Bid</b></p>	<p>The bid prepared and submitted in two separate envelopes by the Bidder shall comprise the following components each:-</p> <p><b>A. Technical Bid</b></p> <ul style="list-style-type: none"> <li>(i) Letter of Bid (Bid Form) as per Form-1</li> <li>(ii) Bill of quantities of items with specifications as per Form-2</li> <li>(iii) Agent qualification statement as per Form-3</li> <li>(iv) Power of Attorney as per Form-4</li> <li>(v) Reference list of similar installations as per Form-7</li> <li>(vi) Integrity Pact as per form -6</li> <li>(vii) Proof of being active taxpayer with government of Pakistan</li> <li>(viii) Affidavit on stamp paper to the effect that <i>“the requisite Bid Security has been placed separately in the sealed envelope of financial bid”</i>.</li> <li>(ix) Authorization/Dealership certificate (in case of the participation for the I.T Equipment)</li> </ul> <p><b>B. Financial Bid</b></p> <ul style="list-style-type: none"> <li>(i) Letter of Bid (Bid Form) as per Form-7</li> <li>(ii) Price Break down schedule as per Form-8</li> </ul>

	(iii) Bid Security as per Form-9
<b>10. Bid Form</b>	The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
<b>11. Bid Prices</b>	<p>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. The quoted price shall include the price of equipment along-with standard accessories and transportation from the warehouse of Original Equipment Manufacturer to the Purchaser; covering all costs of loading of Equipment from the warehouse and at port of shipment, the cost of airfreight/ship warfare/berthing, demurrage charges, stevedoring, handling charges and other port and river dues in respect of shipment companies vessels at the port of shipment and all other expenditure up to the stage of placing the store at rest on board the ship and the freight charges.</p> <p>11.2 The prices shall be offered in Local Currency i.e Pakistani Rupees inclusive of all applicable taxes on the basis of Local/DDP (Delivery Duty Paid), for UET Abbottabad Campus. The Prices must be written without erasures, in figures and also in words for the total price.</p> <p>11.3 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 Tender Documents. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.</p> <p>11.4 The quoted price shall include all charges for packing, marking, handling, installation, putting into operation, training and demonstration of the working of the equipment in the purchaser's premises.</p>
<b>12. Bid Currencies</b>	Prices shall be quoted in Pak Rupees on Local/DDP (Delivery Duty Paid), for UET, Abbottabad Campus inclusive of all applicable local taxes.
<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	<p>13.1 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.</p> <p>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.</p>



	<p>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:</p> <ul style="list-style-type: none"> <li>(a) that the Bidder has the financial and technical capability necessary to perform the contract;</li> <li>(b) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Bidder's installation, commissioning, training, repair and maintenance obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</li> <li>(c) that the Bidder meets the qualification criteria listed in the <b>Bid Data Sheet</b>.</li> </ul>
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<p><b>14. Documents Establishing Goods' Eligibility and Conformity to Tender Documents</b></p>	<p>14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the tender documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>14.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings, and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods.</p>
<p><b>15. Bid Security</b></p>	<p>15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its financial bid, a <b>Bid Security</b> in the amount specified in the <b>Bid Data Sheet</b>. The Bidder shall submit an affidavit on stamp paper with the technical bid that <b><i>“the requisite Bid Security of 2% of the total bid has been placed separately in the sealed envelope of financial bid”</i></b>. In Affidavit the amount of Bid Security not be disclosed by any mean. In case of failure of submission of an affidavit for bid security with the technical bid, his bid shall be rejected by the Purchaser as non-responsive.</p> <p>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.</p> <p>15.3 The bid security shall be denominated in PKR and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>(a) a bid security issued by a reputable financial institution (as defined in KPPRA Procurement Rules, 2014) located in the Purchaser's country, in the form</li> </ul>

	<p>provided in the tender documents or another form acceptable to the Purchaser and valid for one hundred and twenty days (120) days beyond the validity of the bid; or</p> <p>(b) Irrevocable encashable on-demand Bank call-deposit.</p> <p>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.</p> <p>15.5 Unsuccessful bidders' bid securities 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.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.</p> <p>15.7 The bid security may be forfeited:</p> <p>(a) if a Bidder:</p> <p>(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or</p> <p>(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract in accordance with ITB Clause 34; or</p> <p>(ii) to furnish performance security in accordance with ITB Clause 35.</p>
<p><b>16. Period of Validity of Bids</b></p>	<p>16.1 Bids shall <b>remain valid</b> for the period specified in the <b>Bid Data Sheet</b> after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an <b>extension of the period of validity</b>. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the tender documents.</p>

<p><b>17. Format and Signing of Bid</b></p>	<p>17.1 The Bidder shall prepare a bid which shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>17.2 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>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.</p>
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#### **D. Submission of Bids**

<p><b>18. Sealing and Marking of Bids</b></p>	<p>18.1 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal; the envelopes shall be marked as “<b>FINANCIAL PROPOSAL</b>” and “<b>TECHNICAL PROPOSAL</b>” in bold and legible letters to avoid confusion. The bid so prepared shall be sealed and submitted to the <b>office of the Treasurer University of Engineering &amp; Technology, Peshawar</b> in accordance with instructions given in invitation for bids;</p> <p>18.2 The envelope shall bear the <b>Invitation for Bids Title</b> and Procurement Reference Number, and a statement: “<b>DO NOT OPEN BEFORE 10:30 AM, 27<sup>th</sup> December 2022</b>”.</p>
<p><b>19. Deadline for Submission of Bids</b></p>	<p>19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the <b>Bid Data Sheet</b>.</p> <p>19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the tender 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.</p>
<p><b>20. Late Bids</b></p>	<p>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.</p>
<p><b>21. Modification and Withdrawal of Bids</b></p>	<p>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</p>

	<p>submission of bids.</p> <p>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 cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>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.</p>
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### **E. Opening and Evaluation of Bids**

<b>22. Opening of Bids by the Purchaser</b>	<p>22.1 The Purchaser will open only the <b>Technical Bids</b> of all the bidders in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the <b>Bid Data Sheet</b>. The bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>22.2 The bidders' names, bid modifications or withdrawals 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.</p> <p>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.</p> <p>22.4 The Purchaser will prepare record of the bid opening.</p>
<b>23. Clarification of Bids</b>	<p>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.</p>
<b>24. Evaluation Criteria</b>	<p>Evaluation of the bids will be conducted in the following three stages: -</p> <p><b>Stage-1: <u>Preliminary examination</u></b>  At first stage, the Purchaser will examine the bids to determine: -  (a) whether required documents, duly signed, have been</p>

furnished,

- (b) whether power of attorney for the authorized person has been submitted,
- (c) whether integrity pact has been signed
- (d) whether proof of being an active tax payer with government of Pakistan has been provided;
- (e) Whether affidavit on stamp paper to the effect that *“the requisite Bid Security has been placed separately in the sealed envelope of financial bid”* has been provided.

The preliminary examination will be conducted on a responsive and non-responsive basis. Only bids which have been rated "responsive" in the preliminary examination of bids shall be considered for further evaluation.

### **Stage -2 Technical Requirements Compliance**

At the second stage, the Purchaser will examine the technical bids to determine whether:

a) They meet the minimum required specifications.

b) Whether the bidder has the requisite capabilities to undertake the contract. For the purpose of this clause, the bidder must have: -

- (i) minimum two year experience;
- (ii) minimum one engineer and one sales representative;

(c) Moreover, the bids shall comply in accordance with the terms & conditions of bid solicitation document. The bid not fulfilling the terms & conditions of bid solicitation document will be rejected/technically disqualified.

(d) The Purchaser will examine the bids to determine whether they are complete, and whether the bids are generally in order.

(e) Any bid, which does not meet these shall be rejected and will not be considered for subsequent evaluation. The Financial proposals of only those bidders will be opened on a subsequent date, who are declared technically qualified for participation in the financial bid.

### **Stage -3 Financial/Final Evaluation**

(a) In the last stage, the Purchaser will open the financial bids of only those bidders who are declared as technically qualified on a subsequent date.

(b) Arithmetical errors will be rectified on the following basis. If

	<p>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 there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.</p> <p>(c) The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation.</p> <p>(d) The successful bidder shall be determined on the basis of lowest evaluated financial bid.</p>
<b>25. Contacting the Purchaser</b>	<p>25.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.</p> <p>25.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>

### **F. Award of Contract**

<b>26. Post-qualification</b>	<p>26.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p> <p>26.2 The determination will take into account the Bidder's financial and technical 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.</p> <p>26.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
<b>27. Award Criteria</b>	<p>Subject to ITB Clause 31, 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 best evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p>

<p><b>28. Purchaser's Right to Vary Quantities at Time of Award</b></p>	<p>The Purchaser reserves the right at the time of <b>Contract Award</b> to increase or decrease, by the percentage indicated in the <b>Bid Data Sheet</b>, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p>
<p><b>29. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids</b></p>	<p>The Purchaser reserves the right to accept or reject any bid, and to annul the tender process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.</p>
<p><b>30. Notification of Award</b></p>	<p>30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>30.2 The notification of award will constitute the formation of the Contract.</p> <p>30.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 34, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p> <p>30.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.</p>
<p><b>31. Signing of Contract</b></p>	<p>31.1 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 tender documents, incorporating all agreements between the parties.</p> <p>31.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.</p>
<p><b>32. Performance Security</b></p>	<p>32.1 Within ten (10) 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 tender documents, or in another form acceptable to the Purchaser.</p> <p>32.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33.2 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.</p>

<p><b>33. Corrupt or Fraudulent Practices</b></p>	<p>33.1 The University of Engineering &amp; Technology, Peshawar requires that Bidders/ Suppliers/ Contractors under contract, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, University of Engineering &amp; Technology, Peshawar:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(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</p> <p>(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 Purchaser, 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 Purchaser of the benefits of free and open competition;</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded at University of Engineering &amp; Technology, Peshawar, contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a University of Engineering &amp; Technology, Peshawar contract.</p>
<p><b>34. Integrity Pact</b></p>	<p>The Bidder shall sign, stamp and attach with financial bid the Integrity Pact provided at Form-9 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees ten million. Failure to such Integrity Pact shall make the bidder non-responsive.</p>



## Section III. 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). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	<b>Name of funding Agency:</b> Higher Education Commission, Islamabad
<b>ITB 1.1</b>	<b>Name of Procuring Agency:</b> University of Engineering & Technology, Peshawar
<b>ITB 1.1</b>	<b>Name of Contract.</b> Establishment of Civil Labs at Abbottabad Campus under the project titled "Strengthening of Abbottabad Campus of University of Engineering & Technology, Peshawar"
<b>ITB 6</b>	<b>Purchaser's address, telephone, telex, and facsimile numbers.</b> The Project Director, Abbottabad Campus University of Engineering & Technology, Peshawar Phone# 0992-9311072 E-mail: <a href="mailto:pd_abbottabad@uetpeshawar.edu.pk">pd_abbottabad@uetpeshawar.edu.pk</a>
<b>ITB 8.1</b>	<b>Language of the bid.</b> English

<b>Bid Price and Currency</b>	
<b>ITB 11.3</b>	<b>Bid Prices</b>  a) Price on Local/DDP (Delivered Duty Paid) basis in local currency i.e. Pakistani Rupees.
<b>ITB 11.4</b>	Prices can be quoted for all the lots or for any particular lot or individual item.
<b>ITB 11.6</b>	The prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account.
<b>ITB 12</b>	<b>Bid currencies</b> As mentioned in ITB 11.3

<b>Preparation and Submission of Bids</b>	
<b>ITB 15.1</b>	<b>Amount of bid security.</b> The Bidder shall furnish, as part of its financial bid, a bid security of two percent (2%) of the total price of the quoted bid.
<b>ITB 16.1</b>	<b>Bid validity period.</b> Bids shall remain valid for a period of <b>120 days</b> after the date of bid's submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be

	rejected by the Purchaser as non-responsive.
<b>ITB 16.2</b>	<b>Extension of the period of validity:</b> 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. 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.
<b>ITB 18.1</b>	<b>Address for bid submission.</b> Main Conference Hall, University of Engineering & Technology, Peshawar.
<b>ITB 18.2</b>	<b>IFB title.</b> Procurement of Lab Equipment for Abbottabad Campus under the project titled "Strengthening of Abbottabad Campus"  <b>Procurement Reference Number</b> <b>UET/ABBOTT/2022-23/002</b>
<b>ITB 19.1</b>	<b>Deadline for bid submission.</b> 27 <sup>th</sup> December 2022 at 10:30 a.m.
<b>ITB 22.1</b>	<b>Time, date, and place for bid opening.</b> 11:00 a.m. on 27 <sup>th</sup> December 2022, at the Conference hall of University of Engineering & Technology, Peshawar
<b>Bid Evaluation</b>	
<b>ITB 24</b>	The successful bidder would be determined by the lowest evaluated bid received subject to the bid meeting the specifications and other terms and conditions specified in ITB 24.

<b>Contract Award</b>	
<b>ITB 28</b>	Percentage for quantity increase or decrease. The Purchaser reserves the right at the time of contract award to increase or decrease, up-to 15%, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

<b>Performance Security</b>	
<b>ITB 32</b>	Within ten (10) 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 tender documents, duly provided by reputable financial institution, recognized by the State Bank of Pakistan.

GCC 7.1 (SCC-3)	The amount of performance security, as a percentage of the Contract Price, shall be 10% of the total contract value which shall be retained by the Purchaser for a period of one year i.e. warranty period.
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<b>Delivery</b>	
<b>GCC-10 &amp; SCC-6</b>	The supplier shall deliver the equipment within 90-days from issuance of the purchase order. However, further time extension could be granted to the vendors by the purchaser, upon submission of a genuine reason (s).

<b>Warranty</b>	
<b>GCC 15.2</b>	Warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination of the Purchaser.

<b>Liquidated Damages</b>	
<b>GCC 23 (SCC 13)</b>	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 <b>specified in SCC</b> . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24. <b>Maximum deduction upto 10% @ 0.5% per week.</b>

## Section IV. General Conditions of Contract

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## General Conditions of Contract

<b>1. Definitions</b>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"><li>(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.</li><li>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li><li>(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.</li><li>(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation 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.</li><li>(e) “GCC” means the General Conditions of Contract contained in this section.</li><li>(f) “SCC” means the Special Conditions of Contract.</li><li>(g) “The Purchaser” means the organization purchasing the Goods, as <b>named in SCC.</b></li><li>(h) “The Purchaser’s country” is the country <b>named in SCC.</b></li><li>(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and <b>named in SCC.</b></li><li>(j) “Day” means calendar day.</li></ul>
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<b>2. Application</b>	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
<b>3. Country of Origin</b>	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the Government of Pakistan.</p> <p>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.</p>
<b>4. Standards</b>	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.
<b>5. Use of Contract Documents and Information; and Inspection</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>5.4 The Supplier shall permit the Purchaser to inspect the Supplier's records relating to the performance of the Supplier.</p>
<b>6. Patent Rights</b>	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 in the Purchaser's country.

<p><b>7. Performance Security</b></p>	<p>7.1 Within ten (10) days of receipt of the notification of Contract award, the successful supplier shall furnish to the Purchaser the performance security (10%) in the amount <b>specified in SCC.</b></p> <p>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.</p> <p>7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:</p> <p>(a) a guarantee issued by a reputable financial institution (as defined by KPPRA Procurement Rules, 2014) located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the tender documents or another form acceptable to the Purchaser; or</p> <p>(b) a cashier's or certified check.</p> <p>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 otherwise <b>specified in SCC.</b></p>
<p><b>8. Inspections and Tests</b></p>	<p>8.1 The Purchaser shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.</p> <p>8.2 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.</p> <p>8.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed prior to the Goods' shipment from the country of origin.</p> <p>8.4 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p><b>9. Packing</b></p>	<p>9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during</p>

	<p>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.</p> <p>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.</p>
<b>10. Delivery and Documents</b>	<p>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.</p> <p>10.2 For purposes of the Contract, "DDP" trade term used to describe the obligations of the parties shall have the meaning assigned to it by <i>Incoterms</i> previously published by the International Chamber of Commerce, Paris.</p> <p>10.3 Documents to be submitted by the Supplier are <b>specified in SCC.</b></p>
<b>11. Insurance</b>	<p>The Purchaser shall arrange for the insurance of the goods, which shall cover full period of works as defined in the scope of works. The insurance premium shall be paid by the Purchaser.</p>
<b>12. Transportation</b>	<p>The supplier shall be required under the Contract to transport the goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser, including storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.</p>
<b>13. Incidental Services</b>	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, <b>specified in SCC:</b></p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or</li> </ul>



	<p style="text-align: center;">maintenance of the supplied Goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>(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</p> <p>(e) The successful bidder shall arrange <b>training</b> for the Purchaser's personnel, through their local technical experts, at the designated location or at the concerned lab/department of UET, Peshawar. During the training; assembly, starts-up, operation, maintenance, and/or repair of the supplied equipment/goods shall be undertaken.</p> <p>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 to other parties by the Supplier for similar services.</p>
<b>14. Spare Parts</b>	<p>14.1 As <b>specified in SCC</b>, 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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>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</p>

	<p>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.</p> <p>15.2 This <b>warranty</b> shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination indicated in the Contract.</p> <p>15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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.</p>
<p><b>16. Payment</b></p>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be <b>specified in SCC</b>.</p>
<p><b>17. Prices</b></p>	<p>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.</p>
<p><b>18. Change Orders</b></p>	<p>18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and/or</li> <li>(d) the Services to be provided by the Supplier.</li> </ul> <p>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</p>

	<p>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.</p>
<b>19. Contract Amendments</b>	<p>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.</p>
<b>20. Assignment</b>	<p>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.</p>
<b>21. Subcontracts</b>	<p>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.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
<b>22. Delays in the Supplier's Performance</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>23. Liquidated Damages</b>	<p>Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the preliminary 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</p>

	<p>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 <b>specified in SCC</b>. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p>
<p><b>24. Termination for Default</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(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.</li> </ul> <p>For the purpose of this clause:</p> <p>“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.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p> <p>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.</p>
<p><b>25. Force Majeure</b></p>	<p>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</p>

	<p>is the result of an event of Force Majeure.</p> <p>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.</p> <p>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.</p>
<b>26. Termination for Insolvency</b>	<p>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.</p>
<b>27. Termination for Convenience</b>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(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.</li> </ul>
<b>28. Settlement of Disputes</b>	<p>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.</p>

	<p>28.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and 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 part, adjudication in an agreed manner and/or arbitration.</p>
<p><b>29. Governing Language</b></p>	<p>The Contract shall be written in the language <b>specified in SCC</b>. 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.</p>
<p><b>30. Applicable Law</b></p>	<p>The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise <b>specified in SCC</b>.</p>
<p><b>31. Notices</b></p>	<p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address <b>specified in SCC</b>.</p> <p>31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<p><b>32. Taxes and Duties</b></p>	<p>The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. The Purchaser shall cover the Insurance premium and L/C charges only. The Purchaser is exempted from the Custom Duty and other government levies. The Purchaser will provide an Exemption letter and related documents to the clearing agent of the bidder for custom clearance.</p>

## Section V. Special Conditions of Contract

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## 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, Peshawar- Pakistan

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

GCC 1.1 (i)—The Supplier is: \_\_\_\_\_

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

All countries and territories declared by Government of Pakistan as eligible for procurement of Goods, Works, and Services in Government-Financed Procurement”.

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

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 10% of the total contract value which shall be retained by the Purchaser for a period of one year i.e. warranty period.

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

GCC 8.1— The Purchaser shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.

GCC 8.2— 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.

GCC 8.3— The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed prior to the Goods' shipment from the country of origin.

### 5. Packing (GCC Clause 9)

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:



All the imported equipment shall be packed suitably for export. The Contractor shall be responsible for the equipment to be free from damage or other untoward effects due to transportation. Each package shall be marked as follows:

- a. Consignee
- b. Contact Number
- c. Port of Destination
- d. Final Destination
- e. Number of Case
- f. Gross Weight, Net Weight (kg)
- g. Measurement (length x width x height in cm or inches)

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

### **For Goods supplied from abroad:**

GCC 10.3— 6.1 The equipment shall be delivered to the Purchaser on the basis of installed and workable condition within 90 days after opening of letter of credit. The supplier shall be responsible for manufacturing and delivery of the equipment/stores from their workshop to the designated location of the Purchaser in Peshawar.

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Shipper original clean, on-board bill of lading / airway bill marked "freight prepaid" and 02 copies of nonnegotiable bill of lading/ airway bill;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Original Equipment Manufacturer's or Supplier's warranty certificate;
- (v) Certificate of origin.

### **6.1 For Goods from within the Purchaser's country:**

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser in writing and mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Delivery note, railway receipt, or truck receipt;
- (iii) Original Equipment Manufacturer's warranty certificate;
- (iv) Certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

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

GCC 13.2—Incidental services to be provided have been provided in GCC 13.1.

**8. Spare Parts (GCC Clause 14)**

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, if required.

**9. Warranty (GCC Clause 15)**

GCC 15.1— The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract.

**10. 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 to the supplier should be made, as and when the ordered equipment's are supplied, installed, commissioned and proper training has been given to the concerned personnel of UET Abbottabad Campus. In this effect delivery challan (s), work completion certificate (s) shall be signed and stamped by the concerned HoD and Coordinator of UET Abbottabad Campus and shall be attached in original with the bill (s).

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

GCC 17— Price shall be quoted in PKRs, and must not be adjusted in any case.

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

GCC 23—Applicable rate:

Maximum deduction upto 10% @ 0.5% per week.

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

GCC 28— 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 laws of the Purchaser's country.

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

GCC 29—The Governing Language shall be English.

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

GCC 30—The Applicable Law shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

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

**GCC 31.1—Purchaser’s address for notice purposes:**

— University of Engineering & Technology, Peshawar– Pakistan.

— **Supplier’s address for notice purposes:**

## **Section VI. Scope of Work and Schedule of Requirements**

The successful supplier shall set up state-of-the-art labs of brand new equipment with standard accessories of energy system as detailed in technical specifications; their safe transportation from warehouse to the Purchaser and install, commission, test operate the equipment and train the Purchaser's personnel on the operation and maintenance of such equipment.

In consideration thereof the supplier will quote his price which will cover the cost of all items/activities to be carried out by the supplier for the installation, commissioning, test operation, demonstration of its functions and working, sending Foreign Engineers to the Purchaser's premises and arranging training for the University's Personnel on equipment at the said laboratories. All civil works, if required, for installation, commissioning and training of purchased goods will be carried out by the Purchaser.

The work referred to above shall be completed within 90 days after execution of contract with the Purchaser.

# Section VII. Technical Specifications

## 1. GENERAL CONDITIONS

1.1 These specifications explain the General Conditions, Bill of Quantities (Equipment List) and Technical Specifications. The Bill of Quantities indicates the description of equipment to be provided, their quantity and required works in connection with the supply and installation of equipment. Technical Specifications define the minimum technical requirements for each item of equipment. General Conditions describe the requirements common to all the equipment.

### 1.2 Scope of Work

The general scope of the work is to include the following as specifically defined hereunder for supply of equipment and spare parts, and other works on this Project.

#### 1. Supply and Installation of the Equipment.

All the equipment supplied under the Project shall be installed and brought into workable conditions by the supplier at the locations and places designated by the Purchaser in Peshawar. It is the sole responsibility of the Supplier to deliver the equipment to the site, including, but not limited to, ocean freight/air freight, unloading at the port, customs clearance, inland transportation, unloading at site, unpacking, assembling and installation.

2. Dispatch of Technical Personnel to the site for installation, instructions and commissioning.

### 1.3 Location

Abbottabad Campus of University of Engineering & Technology, Abbottabad

## 2. GENERAL REQUIREMENTS.

### 2.1 Specifications

Minimum technical requirements for each equipment are described in the Technical Specifications. All the equipment to be supplied shall be brand new and unused and shall be equal or superior in quality, performance and standards prescribed on the Technical Specifications.

#### 2.2 Electrical Ratings and Standards.

The equipment shall conform to the following ratings and standards wherever applicable.

1. All the electrically operated equipment specified herein shall be single-phase, AC 220 V $\pm$ 10%, 50 Hz, and three-phase AC 440V $\pm$ 10%, 50 Hz, unless otherwise specified.

2. Adequate built-in AVRs shall be arranged by the supplier for the equipment whose electricity voltage change exerts a serious influence upon its function. Suitable electrical wiring system shall be arranged to cover the whole equipment in the room by one unit of AVR of suitable capacity in case such necessity exists.

3. Electrical Plugs for the equipment shall conform to local regulation and standard.

### **2.3 Standards and Dimensions.**

All the equipment and work shall conform to the International and source country standards wherever/whichever applicable.

All dimensions of the equipment shall be stated in metric system unless otherwise specified in the Technical Specifications.

### **2.4 Name Plate**

All the equipment shall be provided with name plates/ model numbers on a suitable place of the equipment

## **3 EQUIPMENT**

The items specified in the Bill of Quantities shall be supplied by the Supplier on the basis of installed and workable conditions on the location designated by the Purchaser.

## **4 ACCESSORIES AND SPARE PARTS**

### **4.1 Accessories**

The Supplier shall provide Original Equipment Manufacturer's standard accessories as well as all the accessories stipulated in the Technical Specification as a part of the equipment.

### **4.2 Consumables during Commissioning.**

Supplier shall prepare sufficient quantity of reagents, test piece, etc. consumed during commissioning of the installed equipment including instructions on operation and maintenance, wherever applicable.

- 4.3 Unloading at the port, customs clearance, inland transportation, unloading and unpacking at site, assembling and installation, testing, commissioning and instructions on site including labor and any equipment to be used during installation, and documentation.

## **5. INSTALLATION, INSPECTION AND EXPATRIATE INSTRUCTIONS**

- 5.1 Each equipment shall be securely installed at designated locations in accordance with the Purchaser's instructions. Prior to the installation, the Supplier shall check and inspect the connection and request the Purchaser to arrange the utility supply from installed outlet by making proper adjustment wherever necessary. The utilities required for installation shall be provided by the Purchaser. The Supplier shall check all components of the equipment to ensure that their working conditions are good in presence of the Purchaser's representative.

### **5.2 Expatriate for Instructions.**

Supplier shall dispatch his Foreign Engineers/Technicians for instructions to the related personnel of the Purchaser on the equipment stipulated in the Bill of Quantities for operation, maintenance and trouble shooting.

## **6. POST WARRANTY SERVICE REQUIREMENT**

In order to provide sufficient maintenance service after the one year warranty period, the Supplier shall offer through his local maintenance service agent (s), the following services.

- a. The Supplier shall guarantee to supply the spare parts of the equipment, if required, upon request by the Purchaser on the cost basis for ten (10) years, upon mutually agreed financial compensation.
- b. In case of major breakage, the Supplier shall send Original Equipment Manufacturers' engineer(s) to the Purchaser within four (4) weeks after the request by the Purchaser to repair such breakage, upon mutually agreed financial compensation.

## **7. BILL OF QUANTITIES OF ITEMS AND TECHNICAL SPECIFICATIONS**

The lists of required goods is given in the subsequent page under the heading "BILL OF QUANTITIES OF ITEMS AND TECHNICAL SPECIFICATIONS".

## Section VIII. Forms

### Notes on the Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the tender documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.3 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** Form should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Original Equipment Manufacturer's Authorization** form should be completed by the original equipment manufacturer, as appropriate pursuant to ITB Clause 13.3(a).



# Forms

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# 1. LETTER OF BID (BID FORM)

(To be submitted with technical bids)

Procurement Reference No: \_\_\_\_\_

To:

The Project Director, Strengthening of Abbottabad Campus  
of University of Engineering & Technology, Peshawar

Gentlemen and/or Ladies:

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to establish state-of-the-art laboratories with brand new equipment with standard accessories; and to install, commission, test operate the equipment and train the University personnel on the operation and maintenance of such equipment in conformity with the said tender documents.

We undertake, if our Bid is accepted, to setup state-of-the-art laboratories and to supply and install the equipment with standard accessories in conformity with the said tender documents.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet 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.

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. BILL OF QUANTITIES OF ITEMS WITH SPECIFICATIONS

Name of Bidder \_\_\_\_\_ Procurement Reference Number:

### LABORATORIES OF CIVIL ENGINEERING DEPARTMENT

The proposals shall be from advanced technological countries on  
Local/DDP (Delivered Duty Paid) Bases:

1) **HYDRAULIC LAB, CIVIL ENGINEERING DEPARTMENT (Item Wise Quote Required)**

S.No/Item.No	Equipment Name and Specification	Qty
1	<b>HYDRAULIC BENCH</b> Specifications: 1) Capacities 0-6 and 0-40 liters 2) maximum flow of 60 liters per minute 3) flow 1.35 liters per second 4) motor rating: 0.37kW 5) sump tank capacity: 250 liters	2
2	<b>PELTON WHEEL TURBINE</b> (compact portable demonstration turbine with transparent plexiglas front cover) Specifications: 1) Speed ranges between 0 – 3800 rpm Maximum Torque = 0.20 N-m 2) Coupled to brakes with spring balance and counterweights 3) Maximum Power = 23 Watts	2
3	<b>GLASS SIDED TILTING FLUME</b> with experimental accessories Specifications: 1) Width: 0.30 m 2) Depth: 0.45 m 3) Length: 5 m 4) Positive slope: 1:40 max (1.4°) 5) Negative slope: 1:200 max (0.28°) 6) Maximum flow rate 30 Liters per second 7) Bed stability: <1.0mm (typical) at 0.40 m water depth 8) Side wall stability: <0.5mm (typical) at 0.40 m water depth <b>ADDITIONAL EXPERIMENTAL ACCESSORIES REQUIRED</b> 1) Weirs 2) Dam Spillway Models	1

4	<p><b>WATER CURRENT METER</b>  Price type AA with complete analog &amp; digital outfits  Specifications:  1) Accuracy 2%  2) Minimum Depth Required  Cable suspended 18 inches Rod suspended 6 inches  3) Dimensions  Bucket open end diameter 2.0 inches  Bucket wheel diameter 5 inches  4) Operating Range  Feet per second 0.2 - 25.0  Meters per second 0.06 - 7.6</p>	1
5	<p><b>WATER CURRENT METER</b>  Pygmy type with complete analog &amp; digital outfits  Specifications:  1) Accuracy 2%  2) Minimum Depth Required  Cable suspended Not applicable  Rod suspended 3 inches  3) Dimensions  Bucket open end diameter 0.78 inches  Bucket wheel diameter 2 inches  4) Operating Range  Feet per second 0.02 - 15.00  Meters per second 0.02 - 4.57</p>	1
6	<p><b>WATER CURRENT METER</b>  Propeller type with complete outfit  Specifications:  1) Max. Size: 130mm x 0.60m  2) Max. Velocity: 10 m/s •  3) Range: <math>\pm 5^\circ</math></p>	1
7	<p><b>BASIC FLUID PROPERTIES &amp; HYDROSTATICS</b>  (complete unit)  Specifications:  1) Portable, self-contained dead weight precision pressure gauge calibrator.  2) Calibrates gauges 1-300 bar range to <math>\pm 0.015\%</math> of reading.  3) A carrying case and weights.  4) Minimum standard weight increment = 0.05bar.</p>	1

8	<b>PIPE FRICTION APPARATUS</b> Specifications: 1) 4 smooth-bore pipes of different diameters ranging from 4.5mm I.D. to 17.2mm I.D. 2) Artificially roughened pipe 3) 90° bends (large & small radii) 4) 90° elbow 5) 90° miter 6) 45° elbow, 45° Y, 90° T 7) sudden enlargement • sudden contraction 8) gate valve 9) globe valve 10) ball valve 11) inline strainer 12) Perspex Venturi 13) Perspex orifice meter 14) Perspex pipe section with a Pitot tube & static tapping 15) 38 tapping points	1
9	<b>OSBORN REYNOLDS APPARATUS</b>	2
10	<b>FLOW METER DEMONSTRATION APPARATUS</b>	1
11	<b>FLUID FRICTION APPARATUS</b> Specifications: 1) Clear acrylic test pipes are all 0.7 m long with inside diameters of 1x 6mm, 2x 9mm, 1x 10mm, 1x 14mm	1
12	<b>CAVITATION DEMONSTRATION UNIT</b> Specifications: 1) Upstream pressure gauge: 63mm diameter, Range 0 to 1 Bar 2) Throat vacuum gauge: 100mm diameter, Range -1 to 0 Bar 3) Downstream pressure gauge: 63mm diameter, Range 0 -1 Bar	1
13	<b>LAMINAR FLOW ANALYSIS TABLE</b> Specifications: 1) Width inside moulding: 610mm 2) Length of glass plates: 892mm 3) Distance between glass plates: 3.2mm 4) Sinks/sources: 8 tappings in 7 positions 5) Dye injectors: 19 hypodermic needles	1
14	<b>PORTABLE CENTRIFUGAL PUMP DEMONSTRATION UNIT</b> Specifications: 1) Max flow rate: 1.6 liters per second 2) Typical Max head: 9.0m 3) Max pump speed: 1800rpm 4) Motor power rating: 250W	2
15	Pipe Surge and Water Hammer Apparatus	1
16	Free and Forced Vortex Apparatus	1
17	Bernoulli's Theorem Demonstration Apparatus	2
18	Sediment Transport Apparatus Set	2
19	Basic Hydrology Apparatus	2
20	Orifice And Free Jet Flow	1

21	<p><b>Miscellaneous Laboratory Tools</b></p> <p><b>Specifications:</b></p> <p><b>A. Socket Set - 1/2" Drive</b></p> <ol style="list-style-type: none"> <li>1) 7/16" - 1 1/8" Standard Depth (6 Point)</li> <li>2) 7/16" - 1 1/8" Deep (6 Point)</li> <li>3) 10mm - 25mm Standard Depth (6 Point)</li> <li>4) 10mm - 25mm Deep (6 Point) •</li> <li>5) Ratchet</li> <li>6) Breaker Bar</li> <li>7) Extension 3",6",12"</li> </ol> <p><b>B. Socket Set - 3/8" Drive</b></p> <ol style="list-style-type: none"> <li>1) 5/16" - 3/4" Standard Depth (6 Point)</li> <li>2) 3/8" - 3/4" Deep (6 Point)</li> <li>3) 9mm - 19mm Standard Depth (6 Point)</li> <li>4) 9mm - 19mm Deep (6 Point)</li> <li>5) Ratchet</li> <li>6) Extension - 3",6",12",18"</li> <li>7) Universal Joint</li> <li>8) Fractional Universal Impact Socket Set 3/8" - 3/4"</li> </ol> <p><b>C. Combination Wrenches</b></p> <ol style="list-style-type: none"> <li>1) 1/4" - 1" Standard</li> <li>2) 7mm - 24mm Metric</li> </ol> <p><b>D. Hex (Allen) Wrenches</b></p> <ol style="list-style-type: none"> <li>1) 050" - 3/8" Fractional</li> <li>2) 2 mm - 7mm Metric</li> </ol> <p><b>E. E. Screw Drivers</b></p> <ol style="list-style-type: none"> <li>1) Blade Type</li> <li>2) Stubby</li> <li>3) 1/4" x 6"</li> <li>4) 1/4" x 9"</li> <li>5) 3/8" x 9"</li> <li>6) 3/8" x 16"</li> <li>7) Offset</li> <li>8) Phillips</li> <li>9) #2 Stubby</li> <li>10) #1Tip</li> <li>11) #2Tip</li> <li>12) #3Tip</li> <li>13) Offset</li> </ol> <p><b>F. Four piece Pliers set</b></p>	Lump sum
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	1) Slip Joint 8" 2) Long Nose 8" 3) Diagonal Plier 7" 4) Lineman Plier 8"  <b>G. Pipe Wrenches 10” and 14”</b>  <b>H. 3-piece Adjustable Wrenches</b> 8” 10” 14” <b>I. Hammers</b> 1) 16 oz. Curved Claw Hammer 2) 16 oz. Ball Pen <b>J. Hack saw</b>	
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**2) MATERIAL TESTING LAB, CIVIL ENGINEERING DEPARTMENT(Item Wise Quote Required)**

S.No/Item.No	Equipment Name and Specification	Qty
1	Servo Hydraulic Universal Testing Machine (UTM) 2000 Kn	1
2	Core Drilling Machine	1
3	Lab Tools for General Use (Containing Wrenches, Screw Driver, Pliers, Brushes, Vernier Calipers, Digital Calipers, Screw Gauges, Dial Gauges, Glassware, etc.,)	Lump sum

**3) PUBLIC HEALTH LAB, CIVIL ENGINEERING DEPARTMENT(Item Wise Quote Required)**

S.No/Item.No	Equipment Name and Specification	Qty
1	Portable Waterproof pH Meter	1
2	Battery Dry Alkaline Manganese MN1500 (AA)	1
3	VIS spectral photometer with RFID technology	1
4	Turbidity Motor	1
5	BOD-Measurement System	1
6	Millipore Bacteriological Analysis Kit	1
7	Olympus Microscope Eyepieces	1
8	C.O.D Apparatus: Reactor Kit Safety Shield etc.	1
9	Portable Multimeter	1
10	Water Bath	1
11	Incubator (200 lit)	1
12	Portable Top Loading Autoclave	1

13	Water Still	1
14	Analytical Balances Electronic	1
15	Oven (as per lab specifications)	1
16	Incubator (53 lit)	1
17	Miscellaneous Glassware	Lump sum
18	Bod Bottle	10
19	Reagent Bottle	10
20	Miscellaneous lab tools	Lump sum
21	Miscellaneous Chemicals	

**4) CONCRETE LAB, CIVIL ENIG: DEPTT (Item Wise Quote Required)**

S.No/Item.No	Equipment Name and Specification	Qty
1	Briquette Apparatus AASHTO T132	1
2	Heavy Duty Balance 300 Kg Work Range	1
3	Balance 6 Kg (Electronic with 01 gram accuracy)	2
4	Briquette Moulds AASHTO T132	12
5	Cylinder Capping Retainers (couple) 6"×12" (with 60 shore neoprene pads couple)	2
6	12" dia ASTM Sieve Set (Complete)	3
7	Sieve Shaker	1
8	Specific Gravity Test Set	4
9	Miscellaneous Tools and Glassware/Chemical and Safety Tools etc.	Lump Sum

**5) SURVEYING LAB, CIVIL ENGG: DEPTT: (Item Wise Quote Required)**

S.No/Item.No	Equipment Name and Specification	Qty
1	Plane Table Complete set with all accessories	8
2	Chains 100 ft	10
3	Tapes (30m & 100ft)	2+6
4	Compass (Prismatic) with Tripod stand	8
5	Trough Compass	5
6	Altimeters in Leather Case	5



**6) SOIL MECHANICS & HIGHWAY LAB, CIVIL ENGINEERING DEPARTMENT (Item Wise Quote Required)**

<b>S.No/Item.No</b>	<b>Equipment Name and Specification</b>	<b>Qty</b>
1	Casagrande Liquid Limit Device	1
2	Mould 152 mm dia x 127 (h) mm	4
3	Sand Absorption Cone and Tamper	2
4	Proctor Penetrometer ASTM D 1558	1
5	Sedimentation by the Hydrometer Method (with all standard accessories)	5
6	High Speed Stirrer	2
7	Oven: Capacity 100 liters, Shelves 02, Guides 5, Watts 1200	1
8	Hand-Operated Universal Extruder	1
9	Solution Balance (Capacity 20Kg, Accuracy 0.1 gm)	1
10	Digital Balance (Capacity 6 Kg, Accuracy 0.01 gm)	1
11	Digital Balance (Capacity 1 Kg, Accuracy 0.01 gm)	1
12	Los Angeles Abrasion Machine (with abrasive charges, accessories and spare parts)	1
13	Unconfined Compression Machine Hand Operated	1
14	Electronic Apparatus for Direct Shear Testing	1
15	Glass Wares Including Beakers, Cylindrical Measures	1
16	Sieve Shaker	1
17	Standard Moisture Tester (100 g Max. Sample)	1
18	Blaine Fineness Apparatus	2
19	Three Test Bay Machine (with all accessories)	1
20	C.B.R. Testing Machine - 50 kN (Test speed 1.27 mm(0.05")/ minute) with all accessories	1
21	Consolidation Cells Sample Dia. 50.47 mm	1
22	Vibrating Hammer Compaction (Electric Hammer Compactor with Accessories and Spare Parts)	1
23	ASTM Sieve Set: Complete Set (set of 10 sieves)	2
24	Planetary Mixer, Capacity 20 liter (Complete with bowl and beater)	1
25	Constant Head Permeability and Variable Head Permeability Apparatus	1
26	Miscellaneous Items Including Glassware and Tools etc.	Lump sum

**7) STRUCTURE/APPLIED MECHANICS LAB, CIVIL ENGINEERING DEPARTMENT**

<b>S.No/Item.No</b>	<b>Equipment name and specifications</b>	<b>Qty</b>
1	Roof Truss Apparatus	1
2	Wall Crane Apparatus	1

3	Apparatus with all accessories to 1. Verify law of parallelogram of forces 2. Verify law of polygon of forces	1
4	Circular Disc Apparatus	1
5	Apparatus to determine reaction of beam.	1
6	Apparatus (with all accessories) for determining coefficients of friction for various materials	1
7	Torsion apparatus 50 Nm with accessories	1
8	Shear Centre and Unsymmetrical Bending Cantilever apparatus with all accessories	1
9	Apparatus to investigate the stresses and strains within structures in relation to bending loads with accessories and data acquisition system	1
10	Euler's Buckling apparatus	1
11	Portal frame app with accessories	1
12	Suspension bridge app with accessories	1
13	Three Hinged arch app with accessories	1
14	Bending Moment and shearing force app with accessories	1
15	Portal frame app with accessories	1



#### 4. ORIGINAL EQUIPMENT MANUFACTURER QUALIFICATION STATEMENT

1. **Name and Address of Original Equipment Manufacturer**

- A. Name \_\_\_\_\_
- B. Address of Head Office \_\_\_\_\_
- C. Number of Employees/Engineers \_\_\_\_\_
- D. Number of similar installations \_\_\_\_\_
- E. Annual turnover \_\_\_\_\_
- D. Date Established and / or Registered \_\_\_\_\_
- E. Origin / Country \_\_\_\_\_
- F. Project In-charge \_\_\_\_\_
- G. Section/Department/Division \_\_\_\_\_
- H. Telefacsimile Number \_\_\_\_\_
- I. Email Address \_\_\_\_\_
- J. Telephone Number \_\_\_\_\_
- K. Mobile Number \_\_\_\_\_

We hereby certify to the best of our knowledge that the foregoing statement are true and correct and all available information and data have been supplied and that we agree to show documentary proof thereon upon your request.

Date

\_\_\_\_\_  
Name & Address of the Original Equipment Manufacturer (Signature)

\_\_\_\_\_  
(In the Capacity of)

*Note:* This should be on the letterhead of the Original Equipment Manufacturer and should be signed by a person duly authorized.

## 5. Bidder QUALIFICATION STATEMENT

### 1. Name and Address of Bidder

- A. Name of Bidder \_\_\_\_\_
- B. Address of Head Office \_\_\_\_\_  
\_\_\_\_\_
- C. Number of full-time Engineers \_\_\_\_\_
- D. Number of full time Sales Reps. \_\_\_\_\_
- E. Date Established and / or Registered \_\_\_\_\_
- F. Capital cash/revolving fund \_\_\_\_\_
- G. Origin / Country \_\_\_\_\_
- H. Project In-charge \_\_\_\_\_
- I. Section/Department/Division \_\_\_\_\_
- J. Tele facsimile Number \_\_\_\_\_
- K. Email Address \_\_\_\_\_
- L. Telephone Number \_\_\_\_\_
- M. Mobile Number \_\_\_\_\_

We hereby certify to the best of our knowledge that the foregoing statement are true and correct and all available information and data have been supplied and that we agree to show documentary proof thereon upon your request.

Date

\_\_\_\_\_  
Name & Address of the Original Equipment Manufacturer (Signature)

\_\_\_\_\_  
(In the Capacity of)

*Note:* This letter of authority should be on the letterhead of the Bidder.

## 6. POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **(Name of Bidder)**, a corporation duly organized and existing under the laws of \_\_\_\_\_, with its principal place of business at **(Address of Bidder)**, does hereby constitute, designate and appoint **(Name and Designation of Representative of the Bidder)**, whose specimen signature is shown below, as our true and lawful attorney-in-fact, in our name, place and stead, with full powers of substitution and revocation, to sign and submit the tender documents and all documents related to the Bid invited on \_\_\_\_\_, 2022 by University of Engineering & Technology, Peshawar, Abbottabad Campus and to do any and all acts and deeds as the said attorney-in-fact may deem requisite, necessary or proper to be done in connection therewith, all in our name and on our behalf hereby ratifying and confirming all that the said attorney-in-fact shall do pursuant to the power hereunder granted.

This Power of Attorney has been drawn up in the city of \_\_\_\_\_, on this \_\_\_\_\_the day of \_\_\_\_\_, 2022 and shall remain in full force and effect until our further notice.

Name of Bidder \_\_\_\_\_  
(Name of duly authorized representative to sign)

\_\_\_\_\_  
Specimen Signature

\_\_\_\_\_  
(Rank or Position)

## 7. REFERENCE LIST OF SIMILAR INSTALLATIONS

Name of Purchaser/ Institution	Purchase order No. and date	Description of order	Value of order	Year of completion

*Note:* This should be on the letterhead of the Bidder and should be signed by a duly authorized person.

## 8. INSTALLATION/COMMISSIONING UNDERTAKING BY the Bidder

We **(Name of Bidder)**, duly organized under the law of Pakistan and having its principal place of business at **(Address of Bidder)** hereby undertake that we are exclusively responsible for the successful Installation, Commissioning, and Training for the equipment offered by us/ our local agent for your Invitation for Bids Reference Number \_\_\_\_\_ dated \_\_\_\_\_.

Any and all costs associated with successful installation, commissioning, and training has been included in our aforementioned quotation.

Date

Name & Address of the Bidder

\_\_\_\_\_  
(Signature)

*Note:* This letter should be on the letterhead of the Bidder and should be signed by a duly authorized person.



## 9. INTEGRITY PACT

Declaration of fees, commission and brokerage etc. payable by the suppliers of goods, services & works in contracts worth Rs. 10.00 million or more

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

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from University of Engineering & Technology, Peshawar through any corrupt business practice.

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

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

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

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

Name of Purchaser: .....

Name of Seller/Supplier: .....

Signature: .....[Seal]

Signature: .....[Seal]

## 10. LETTER OF BID (BID FORM)

(To be submitted with financial bid)

Procurement Reference No: \_\_\_\_\_

To:

The Project Director, Strengthening of Abbottabad Campus  
of University of Engineering & Technology, Peshawar

Gentlemen and/or Ladies:

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to establish state-of-the-art laboratories with brand new equipment with standard accessories; and to install, commission, test operate the equipment and train the University personnel on the operation and maintenance of such equipment in conformity with the said tender 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 setup state-of-the-art laboratories and to supply and install the equipment with standard accessories in conformity with the said tender documents.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet 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.

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 \_\_\_\_\_

## 11. PRICE BREAKDOWN SCHEDULE

Name of Bidder \_\_\_\_\_ Procurement Reference Number \_\_\_\_\_.

Item Number and Name: \_\_\_\_\_

1	2	3	4	5
Item No	Description	Quantity	Unit price DDP Abbottabad	Total price DDP Abbottabad
<b>Grand Total</b>				

Signature of Bidder \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## 12. FORM OF BID SECURITY

\_\_\_\_\_  
[Name and address of guarantor]

Date: \_\_\_\_\_

**Beneficiary: To:**

The Project Director, Strengthening of Abbottabad Campus  
of University of Engineering & Technology, Peshawar

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for supply, installation and commissioning of labs equipment at University of Engineering & Technology, Peshawar, Abbottabad Campus- Pakistan under Procurement Reference Number\_\_\_\_\_.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [\_\_\_\_\_name of guarantor] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [\_\_\_\_\_amount in figures]([\_\_\_\_\_amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_  
[Signature(s)]

### 13. CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between the Project Director of Strengthening of Abbottabad Campus of University of Engineering & Technology, Peshawar- Pakistan (hereinafter called "the Purchaser") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for supply, installation, commissioning and its training of certain goods on turn-key basis, its relevant activities & ancillary services, viz. brand new labs equipment on DDP Abbottabad basis 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)

## 14. PERFORMANCE SECURITY FORM

\_\_\_\_\_ [Name, and Address of guarantor]

**Beneficiary: To:**

The Project Director, Strengthening of Abbottabad Campus  
of University of Engineering & Technology, Peshawar

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that [\_\_\_\_\_name of guarantor] has entered into Contract No. [\_\_\_\_\_reference number of the contract] dated \_\_\_\_\_ with you, for supply, installation and commissioning of brand new labs equipment on DDP Abbottabad basis (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Guarantor, we [\_\_\_\_\_] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [\_\_\_\_\_amount in figures] (\_\_\_\_\_) [amount in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Guarantor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_  
[Signature(s)]

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (i.e.) of the Contract or a freely convertible currency acceptable to the Purchaser.