

Tender Document

Tender No. 48871-22042026-01

PROCUREMENT OF TRANSFORMERS WITH ACCESSORIES AND CONSTRUCTION OF PANEL ROOM

AT

ITU BARKI CAMPUS, LAHORE



INFORMATION TECHNOLOGY UNIVERSITY

4-KM, Main Barki Road, Lahore.

6th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore.

Phone: 042-99046000 (Ext. 6029-30)

procurement@itu.edu.pk, oew@itu.edu.pk

URL: www.itu.edu.pk/tenders

Table of Contents

PACKAGE – I	7
Section-I: Invitation to Bids	8
Section-II: Instructions to Bidders (ITB)	10
2.1. INTRODUCTION.....	10
2.2. THE BIDDING DOCUMENTS	12
2.3. PREPARATION OF BIDS	14
2.4. SUBMISSION OF E-BIDS	17
2.5. OPENING AND EVALUATION OF E-BIDS.....	18
2.6. AWARD OF CONTRACT	23
Section-III: Technical Specifications	26
Section-IV: Bid Data Sheet	28
A. Introduction	28
B. Bidding Documents	28
C. Bid Price, Currency, Language and Country of Origin	28
D. Preparation and Submission of Bids	29
E. Opening and Evaluation of Bids	29
F. Bid Evaluation Criteria	29
TECHNICAL EVALUATION CRITERIA	30
G. Award of Contract	31
Section-V: General Conditions of Contract (GCC)	32
1. DEFINITIONS	32
2. APPLICATION.....	32
3. COUNTRY OF ORIGIN (where applicable).....	32
4. STANDARDS.....	32
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY	32
6. PATENT RIGHTS	33
7. PERFORMANCE GUARANTEE	33
8. INSPECTIONS AND TESTS	34
9. PACKING.....	34
10. DELIVERY AND DOCUMENTS.....	34
11. INSURANCE <i>[If required and decided by the Procuring Agency]</i>	35

12.	TRANSPORTATION	35
13.	INCIDENTAL MATERIAL [If required and decided by the Procuring Agency]	35
14.	SPARE PARTS.....	35
15.	WARRANTY.....	36
16.	PAYMENT	36
17.	PRICES	37
18.	CHANGE ORDERS	37
19.	CONTRACT AMENDMENTS	37
20.	ASSIGNMENT	37
21.	SUB-CONTRACTS.....	37
22.	DELAYS IN THE SUPPLIER'S PERFORMANCE	38
23.	LIQUIDATED DAMAGES.....	38
24.	TERMINATION FOR DEFAULT	38
25.	FORCE MAJEURE	39
26.	TERMINATION FOR INSOLVENCY	40
27.	TERMINATION FOR CONVENIENCE	40
28.	RESOLUTION OF DISPUTES.....	40
29.	GOVERNING LANGUAGE.....	40
30.	APPLICABLE LAW	40
31.	NOTICES	40
32.	TAXES AND DUTIES.....	41
33.	CONTRACT PERIOD.....	41
	Section-VI: Special Conditions of Contract (SCC).....	42
1.	DEFINITIONS (GCC CLAUSE 1).....	42
2.	COUNTRY OF ORIGIN (GCC Clause 3)	42
3.	PERFORMANCE GUARANTEE (GCC CLAUSE 7).....	42
4.	INSPECTIONS AND TESTS (GCC CLAUSE 8).....	42
5.	PACKING (GCC Clause 9).....	42
6.	DELIVERY AND DOCUMENTS (GCC Clause 10)	42
7.	INSURANCE (GCC Clause 11) [where applicable].....	43
8.	INCIDENTAL MATERIALS (GCC CLAUSE 13)	43
9.	SPARE PARTS (GCC Clause 14) [where applicable].....	43
10.	WARRANTY (GCC Clause 15)	43
11.	PAYMENT (GCC CLAUSE 16)	44

12.	PRICES (GCC CLAUSE 17)	44
13.	LIQUIDATED DAMAGES (GCC CLAUSE 23)	44
14.	RESOLUTION OF DISPUTES (GCC CLAUSE 28)	44
15.	GOVERNING LANGUAGE (GCC CLAUSE 29)	44
16.	APPLICABLE LAW (GCC CLAUSE 30).....	44
17.	NOTICES (GCC CLAUSE 31)	45
Section-VII: Schedule of Requirements		46
7.1	SCHEDULE OF REQUIREMENTS.....	46
	DELIVERY SCHEDULE	46
Section-VIII: Sample Forms.....		47
8.1.	Bid Form	47
8.2.	Bidder’s JV Members Information Form (If Applicable)	49
8.3.	Bidder Profile Form.....	50
8.4.	General Information Form	51
8.5.	Affidavit	52
8.6.	Performance Guarantee Form	53
8.7.	Technical Bid Form.....	54
8.8.	Contract Form	56
8.9.	Financial Bid Form/Price Schedule	57
8.10.	Bid Security Form.....	60
8.11.	INTEGRITY PACT	61
Section-IX: Check List.....		62
PACKAGE – II		63
IMPORTANT NOTE/ GENERAL INSTRUCTION		64
APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014.....		64
CHECKLIST FOR BID SUBMISSION		64
PRIMARY & SECONDARY CONTACT		65
1.	Invitation to Bid	66
1.1	Punjab Procurement Rules to be followed	66
1.2	Mode of Advertisement(s).....	66

1.3	Type of Open Competitive Bidding	66
2.	Bidding Details (Instructions to Bidders)	67
3.	Preparation / Submission of Tender	68
4.	Bid Security (Earnest Money)	69
5.	Bid Validity	69
6.	Opening of the Tender	70
7.	Determination of Responsiveness of the Bid (Tender)	70
	DETAILED DIRECTIONS FOR THE GUIDANCE OF TENDERERS	72
	TENDER FOR WORK	77
	MEMORANDUM OF WORK	79
	BID SCHEDULE	80
	GENERAL CONDITIONS OF CONTRACT	81
	CONTRACT DOCUMENTS.....	82
	GENERAL OBLIGATIONS.....	84
	ASSIGNMENT AND SUB-LETTING.....	90
	MATERIAL AND WORKMANSHIP	91
	LABOUR	93
	COMMENCEMENT, TIME AND DELAYS	94
	CERTIFICATE OF COMPLETION	95
	ALLTERATIONS, ADDITIONS AND OMISSION	96
	MAINTENANCE AND DEFECTS.....	98
	ADVANCES TO CONTRACTORS.....	99
	PAYMENTS	100
	VARIATION IN PRICES OF SPECIFIED MATERIALS.....	103
	CLAIMS OF CONTRACTOR.....	103
	REMEDIES AND POWERS.....	103
	SETTLEMENT OF DISPUTES	106
	(Appendix-A)	109
	(Appendix-B)	111
	(Appendix-C)	113
	(Appendix-D)	114
	(Appendix-E)	115
	(Appendix-F)	116
	TECHNICAL PROPOSAL SUBMISSION FORM (Part of Technical Bid)	116

(Appendix-G)..... 117

TECHNICAL EVALUATION CRITERIA 117

(Appendix-H) 118

Financial Proposal Submission Form..... 118

(Appendix-I)..... 119

BID SCHEDULE / PRICE SCHEDULE 119

FINANCIAL PROPOSAL EVALUATION CRITERIA..... 123

PACKAGE – I

(Page # 7 – 62)

SUPPLY OF TRANSFORMERS AND 11KV METERING & PROTECTION PANEL

All WAPDA pre-qualified and approved/registered manufacturers/suppliers are invited to participate in this bid. Participants are requested to attach all relevant supporting documents as evidence of their registration status as a supplier/manufacturer with WAPDA.

Section-I: Invitation to Bids

BIDDING DOCUMENT FOR THE “PROCUREMENT OF TRANSFORMERS WITH ACCESSORIES AND CONSTRUCTION OF PANEL ROOM AT ITU BARKI CAMPUS, LAHORE”

1. E-Bids (Lot-wise) are invited from WAPDA Pre-qualified & Registered Manufacturers/ Bidders i.e., Firms/Companies/Sole proprietor/Supplier etc. engaged in manufacturing of Transformers, registered with relevant Registration Authorities i.e. Tax Departments / Authorities (Income Tax, Sales Tax / Punjab Sales Tax etc.) and also registered on e-Procurement Systems (EPADS). The E-bids shall be received as per **Single Stage Two Envelope procedures**.
2. All E-bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause “Bid Security” in favor of “**Information Technology University**”. Original Bid Security Instrument must be submitted in a sealed envelope clearly marked with the Bidding Document Number and Title, at ITU-Procurement Office, “6th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozpur Road, Lahore”, before the last date and time for E-bid submission.
3. The complete bids as required under this tender document, must be submitted **online on e-Procurement System (EPADS) website i.e.**
4. <https://punjab.eprocure.gov.pk> as per the following schedule:

E-bid Submission Date & Time	07th May, 2026 @ 03:00 PM
E-bid Opening Date & Time	07th May, 2026 @ 03:30 PM

5. Bidders are advised to ensure the uploading of Bids on **E-PADS Portal**, well before the submission deadline and not wait for the last date and time to upload the bid. Late E-bids shall not be considered and shall be rejected. Bid submission on E-PADS portal shall entirely be the responsibility of the bidders. ITU shall not be responsible for any issues thereof. For any assistance regarding E-PADS Portal, the bidders may contact on system support email and phone numbers as provided on the website of the authority.
6. Bidding Documents are immediately available after date of publication. Information Technology University will not be responsible for any cost or expense incurred by bidders in connection with the preparation or uploading of E-bids.
7. Bids shall be publicly opened in the Committee Room of Information Technology University, 6th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, on scheduled date and time. In case of official holiday on the day of submission, next day will be treated as bid opening date. The Bidding document carrying all details can also be downloaded from ITU’s website <https://itu.edu.pk/tenders>, and PPRA’s website <http://ppra.punjab.gov.pk>.
8. For electronic bids submission, bidders are requested to register at www.punjab.eprocure.gov.pk. For any queries regarding registration on EPADS please contact at helpline # 1248.
9. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Items /Services must be received in writing to the Purchaser till the date mentioned in EPADS. Any query received after said date may not be entertained. All queries shall be responded to within due

time. ITU will host a Q&A session at ITU premises (6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All bidders shall be informed of the date and time in advance.

- 10.** The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender” for making their bids substantially responsive to the requirements of the Bidding Document.
- 11.** It will be the responsibility of the bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 12.** It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.
- 13.** The bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

Section-II: Instructions to Bidders (ITB)

Note: All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules2014, the later shall prevail.

2.1. INTRODUCTION

2.1.1 Scope of Bid

The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the Procurement of Transformers with Accessories and Construction of Panel Room, as specified in the **Section-III (Technical Specifications)**, **Section-IV (Bid Data Sheet (BDS))** and **Section-VII (Schedule of Requirements)**. The successful Bidders will be responsible to deliver, deploy, install / commissioning of the goods/equipment/works within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

The Procuring Agency named in the Bid Data Sheet has received budget from the Government. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

- i) The Invitation to Bids is open for all Bidders for Procurement of Transformers with Accessories and Construction of Panel Room, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax & GST/PST), and registered on e-Procurement System (EPADS), except as provided hereinafter.
- ii) 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 consultancy 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 to Bids [if applicable].
- iii) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.
- iv) A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be non-Responsive. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - a) Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, 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.
 - b) Have controlling shareholders in common; or
 - c) Receive or have received any direct or indirect subsidy from any of them; or
 - d) Have the same legal representative for purposes of this E-bid; or
 - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- v) A Bidder may be ineligible if:

- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) legal proceedings are established against such bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
 - (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) the Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (f) the Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
 - (g) the firm, supplier or contractor is blacklisted/ debarred by any international organization.
- vi) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
 - vii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
 - viii) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4 Eligible Goods and Services

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) 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 is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5 Cost of Bidding

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

2.1.6 One person one bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.1.7 Work Plan/Deputation Plan

The Bidder shall be responsible for the provision of bids as per **Plan/Deputation** work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

2.2. THE BIDDING DOCUMENTS

2.2.1 Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form
 - (m) Technical Bid Form
 - (n) Contract Form
 - (o) Financial Bid Form / Price Schedule
 - (p) Performance Guarantee Form
 - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2 Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement or on the e-Procurement System (EPADS). The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (07) days** prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. The Procuring Agency's response (including an explanation of the query but without identifying) will be uploaded on the e-Procurement System (EPADS) for clarity of bidders.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency through e-Procurement System (EPADS).
- iii) The Procuring Agency will within **three (03) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than **seven (07) days** prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be uploaded on e-Procurement System (EPADS), including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3.
- vi) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders by uploading same on the e-Procurement System (EPADS). Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3 Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through e-Procurement System (EPADS), not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule-25(4) of PPR-14 as the case may be.

- ii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iii) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g., email that secures record of the content of subject communication.
- iv) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per Rule-29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. PREPARATION OF BIDS

2.3.1 Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2 Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the said required goods/services etc. etc. to be provided.

2.3.3 Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the good/services of which it proposes to provide under the contract.
- iii) Prices indicated on the Price Schedule shall be for complete Items of relevant Lot.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A E-bid submitted with an adjustable price quotation will be treated as non-responsive and may be rejected.

2.3.4 Bid Currencies

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

2.3.5 Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its E-bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its E-bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its E-bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its E-bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
 - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6 Documents Establishing Good's Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its E-bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the E-bid, in the quantities, dimensions and other details requested in the BDS;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of E-bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the BDS.

{However, the procuring agency may also opt to ask for samples after submission of technical bids (where required)}.
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the E-bid if the sample(s):
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till **thirty (30) days** from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its E-bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7 Bid Security

- i) The bid security amount has been calculated and demanded on estimated price as per provision of Rule-27 “Bid Security” of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the bidder shall furnish the Bid Security (Earnest Money) against each Lot as under:

Lot No.	Description	Estimated Cost (Rs.)	Bid Security (Rs.)
1	Supply of Transformers	5,129,400/-	205,176/-
2	Supply of 11-KV Metering & Protection Panel	9,411,713/-	376,468/-

- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder’s conduct which would warrant the security’s forfeiture Pursuant to ITB Clause 2.3.7(vii).
- iii) E-bids must be accompanied by Bid Security (Earnest Money), in favor of “Information Technology University”. Original Bid Security Instrument must be submitted in a sealed envelope clearly marked with the Bidding Document Number and Title, at ITU-Procurement Office, “6th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozpur Road, Lahore”, before the last date and time for E-bid Submission. The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) **Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD) or Pay Order (PO) valid for thirty (30) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later.**
- i) Any E-bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as nonresponsive.
- ii) Unsuccessful Bidders’ Bid security will be discharged or returned as promptly as possible but not later than **thirty (30) days** after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8(ii).
- iii) The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- iv) The Bid security may be forfeited:
 - (a) If a Bidder withdraws its E-bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - (b) In the case of a successful Bidder, if the Bidder:

- i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or
- ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
- iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8 Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per Rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email / through e-Procurement System (EPADS)). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9 Format and Signing of Bid

- i) The Bidder shall prepare the Bid as indicated in the Bid Data Sheet, clearly marking the Bid Reference Number and Title," as appropriate.
- ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter for authorized person must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) 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.

2.4. SUBMISSION OF E-BIDS

2.4.1 Sealing and Marking of Bids

- i) The complete Bids must be submitted online on e-Procurement System (EPADS) website i.e., <https://punjab.eprocure.gov.pk>.

2.4.2 Deadline for Submission of E-bids

- i) E-Bids must be submitted on the e-Procurement System (EPADS) no later than the time and date specified in the Bid Data Sheet. Physical Bids received through courier services or delivered by the bidder, shall not be accepted.
- ii) The Procuring Agency may, at its discretion and as per Rule-29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- iii) E-Bids must be submitted on the e-Procurement System (EPADS) no later than the date and time specified in the **BDS**.

2.4.3 Late E-bids

- i) E-Bids will not be accepted on the e-Procurement System (EPADS), after closing time. However, if any E-bid is submitted on the system after closing time due to some technical glitch in the e-Procurement System (EPADS), in that case bid shall be declared late and rejected.
- ii) The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of E-Bids.
- iii) Any Bid received by the Procuring Agency after the deadline for submission of E-Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4 Modification and Withdrawal of E-bids

- i) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of E-bids.
- ii) No E-bid may be modified after the deadline for submission of E-bids.
- iii) No E-bid may be withdrawn in the interval between the deadline for submission of E-bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a E-bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

2.5. OPENING AND EVALUATION OF E-BIDS

2.5.1 Opening of E-bids by the Procuring Agency

- i) The Procuring Agency will open all E-Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) E-Bids shall be opened on the e-Procurement System (EPADS) one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each E-Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open on the e-Procurement System (EPADS) the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on the e-Procurement System (EPADS) until the specified time of their opening.
- iv) Technical e-bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send in a representative with the knowledge of the content of the e-Bid who shall verify the information read out from the submitted documents. Failure to send a representative

or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's E-Bid.

- vi) No E-Bid will be rejected at the time of Bid opening except for late Bids (if any, submitted on system due to technical glitch), pursuant to **2.4.3 (i)**.
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a late bid, the Bid price if applicable.
- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the e-Procurement System (EPADS).
[if Procuring Agency opts for single stage one envelope procedure as per Rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency].

2.5.2 Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of Rule-37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of E-bids or award decisions may result in the rejection of its E-bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing on e-Procurement System (EPADS).

2.5.3 Clarification of E-Bids

- i) As per Rule-33(2) of PPR-14, to assist in the examination, evaluation and comparison of e-Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its e-Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The e-Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - (a) Evaluation & qualification criteria;
 - (b) Required scope of work or specifications;
 - (c) All securities requirements;
 - (d) Tax requirements;
 - (e) Terms and conditions of bidding documents.

- (f) Change in the ranking of the Bidder
- iv) From the time of E-Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so on the e-Procurement System (EPADS) in electronic forms that provide record of the content of communication.

2.5.4 Preliminary Examination

- i) The Procuring Agency will examine the E-Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - (b) If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
 - (a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4;
 - (b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
 - (c) Has been properly signed;
 - (d) Is accompanied by the required securities; and
 - (e) Is responsive to the requirements of the Bidding Documents

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5 Examination of Terms and Conditions; Technical Evaluation

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of**

Requirements, and Evaluation Criteria as provided in BDS, have been met without material deviation or reservation.

- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6 Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - (a) If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - (b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - (c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - (d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

2.5.7 Conversion to Single Currency

- i) As per Rule-32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies as follows (if applicable):

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8 Post Qualification & Evaluation of Bids

- i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying 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 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of **Price Schedules/ Financial Bid Form 8.9** to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or lot wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9 Contacting the Procuring Agency

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-Bid, from the time of the Bid opening to the time the evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so on the e-Procurement System (EPADS).
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10 Grievance Redressal

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) Any Bidder feeling aggrieved can file its complaint on the e-Procurement System (EPADS), against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule-33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its complaint on the e-Procurement System (EPADS), against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule-34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his e-Bid may lodge a complaint on the e-Procurement System (EPADS), concerning his grievances **not later than ten (10) days after the announcement of the Final evaluation reports**. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance **within five (05) days of announcement of the technical evaluation report**. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining / receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. AWARD OF CONTRACT

2.6.1 Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through e-Procurement System (EPADS) that its E-Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2 Performance Guarantee

- i) The successful Bidder/the Contractor shall furnish Performance Security for a sum equivalent to **5%** of the contract value; within **fifteen (15) days from the date of issuance of Notification of Award i.e. Letter of Acceptance (LOA) / Purchase Order** from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) **Penalty Charges on Late Submission of Performance Security:** If the Contractor delays provision of Performance Security **fifteen (15) days** of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond **fifteen (15) days** of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.
- iii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to retain the amount equivalent to the percentage of Performance Security from the Contractor's payment, may terminate the Contract and award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new E-bids keeping in view the concept of value for money as defined under Rule-2(ae) read with Principles of Procurement as enunciated in Rule-4 of PPR-14.

2.6.3 Signing of Contract/ Issuance of Purchase Order

- i) At the same time as the Procuring Agency notifies the successful Bidder that its E-Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

- ii) Under Rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within **fifteen (15) days of receipt of the Contract Form**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per Rule-55 of PPR-14.

2.6.4 Award Criteria

- i) Subject to ITB Clause 2.6.1, under Rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be **responsive** and has been determined to be the overall **lowest evaluated bid**, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

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

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of Rule-59 (c)(iv) of PPR-14 (not more than 15%).

2.6.6 Procuring Agency's Right to Accept or Reject All E-bids

- i) As per Rule-35 of PPR-14, the Procuring Agency reserves the right to accept or reject all E-bids or proposals (and to annul the E-bidding process) at any time prior to the acceptance of any E-bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the E-bids, if any.
- iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all E-bids or proposals, but shall not be required to justify those grounds.

2.6.7 Re-Bidding

- i) If the Procuring Agency rejects all the E-bids under Rule-35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8 Corrupt or Fraudulent Practices

- i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. "Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:
"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after E-bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:
 - i. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

- ii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.*

ii) **Blacklisting & Debarment:** Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

*Requirements & Procedure for Blacklisting & Debarment will commence as per Section-17A of PPRA, Act, 2009, Rule-21 of PPR-14 and as per the Schedule appended with PPR-14 “**BLACKLISTING MECHANISM OR PROCESS**”.*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

Section-III: Technical Specifications

LOT No.1					
SUPPLY OF TRANSFORMERS					
Sr. No.	Description	Specifications	Unit	Qty.	Bidder to Specify Quoted/Offered Specifications / Model
1.	TRANSFORMERS 200 KVA PMT	SUPPLY OF 200 KVA, 11KV/415 VAC 3-PHASE OIL TYPE TRANSFORMER (PMT PAD MOUNTED TRANSFORMER) i/c WAPDA testing charges, complete in all respects made of PEL, Siemens Transpower, Elmetec or equivalent as approved and directed by the Engineer. As per WAPDA Specification No. DDS-71 & DDS-84:2020 (Amended to Date) I/c the cost of earthing along with associated cable. (Bidders are required to produce WAPDA Inspection Certificate prior to submission of bill invoice).	Each	02	
2.	TRANSFORMERS 100 KVA PMT	Supply of 100KVA, 11KV/415VAC 3-PHASE OIL TYPE TRANSFORMER (PMT PAD MOUNTED TRANSFORMER) i/c WAPDA testing charges, complete in all respects made of PEL, Siemens Transpower, Elmetec or equivalent as approved and directed by the Engineer. As per WAPDA Specification No. DDS-71 & DDS-84:2020 (Amended to Date) I/c the cost of earthing along with associated cable. (Bidders are required to produce WAPDA Inspection Certificate prior to submission of bill invoice).	Each	02	
LOT No.2					
SUPPLY OF 11-KV METERING & PROTECTION PANEL					
1.	METERING & PANEL	11KV WAPDA Metering Panel according to NTDC specifications P-44 2018 I/c the cost of associated cables & earthing. (Bidders are required to produce WAPDA Inspection Certificate prior to submission of bill invoice).	Each	01	
2.	PROTECTION PANEL	11KV Consumer Protection Panel according to NTDC specifications P-44 2018 I/c the cost of associated cables & earthing. (Bidders are required to produce WAPDA Inspection Certificate prior to submission of bill invoice)	Each	01	

3.	HT TOU Meter	Supply of HT Tou Meter	Each	01	
Note:					
i.	Only WAPDA pre-qualified and approved/registered manufacturers/suppliers are allowed to submit their bids (for each Lot).				
ii.	Duly filled, signed and stamped technical specifications sheet with Technical Offer/BOQ clearly mentioning quoted Brand / Model / Manufacturer and Technical specifications offered, along with Brochures / Literature, Datasheet, (if any), and complete details of all items as required above to be delivered with warranty.				
iii.	The successful bidder will be responsible for delivery, deployment, commissioning and installation of items / goods at Information Technology University, Main Barki Road, Lahore.				
iv.	The successful bidder must provide minimum of One (1) year parts, labor and replacement warranty for all components on site.				
v.	The bidders should clearly mention Terms and Conditions of service agreements after the expiry of initial warranty period.				
vi.	Annexure-A/Specifications are duly made, checked and verified by the concerned Technical Team of ITU.				

Section-IV: 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) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	<p>Name of Procuring Agency: <u>INFORMATION TECHNOLOGY UNIVERSITY</u></p> <p>The subject of procurement is: <u>PROCUREMENT OF TRANSFORMERS WITH ACCESSORIES AND CONSTRUCTION OF PANEL ROOM AT ITU BARKI CAMPUS, LAHORE.</u></p> <p>Period for delivery, installation and commissioning of goods: <u>Within Eight (08) Weeks from the date of issuance of Notification of Award i.e., Letter of Acceptance (LOA)/Purchase Order (PO).</u></p>
2.	2.1.2	<p>Financial year for the operations of the Procuring Agency: 2025-2026</p> <p>Name of Project/ Grant (Development or Non-Development): Development.</p> <p>Name of financing institution: Government of the Punjab / Information Technology University</p>
3.	2.1.3 (v)	<p>Maximum number of members in the joint venture, consortium or association shall be: <u>[N/A]</u>.</p> <p>J.V. form 8.2 should be followed.</p>
B. Bidding Documents		
4.	2.2.2	<p>The address for clarification of Bidding Documents is:</p> <p>6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.</p> <p>Email: procurement@itu.edu.pk</p>
5.	2.2.2	<p>Pre-Bid Meeting: Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods / items must be received in writing to the Purchaser till the date specified in EPADS. Any query received after said date may not be entertained. All queries shall be responded to within due time. ITU will host a Q&A session (if necessary) at ITU premises (6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.</p>
6.	2.3.9	<p>The number of E-Bid to be uploaded on EPADS with original authorized sign and stamp.</p>
C. Bid Price, Currency, Language and Country of Origin		
7.	2.3.1	<p><i>Language of the Bid:</i> English</p>

8.	2.3.4	The price quoted shall be fixed in PAK RUPEES inclusive of all applicable Taxes/duties, Freight/Transportation, Contingencies and any other cost not mentioned here, on DDP basis.
9.	2.1.4 (ii)	Country of origin: All eligible countries to do business in Pakistan as per the law of Government of Pakistan.
D. Preparation and Submission of Bids		
10.	2.2.2	The complete Bids must be submitted online through e-Procurement System (EPADS) website i.e., https://punjab.eprocure.gov.pk
11.	2.4.2	The deadline for E-bid submission is: <u>07th May, 2026 @ 03:00 PM</u>
12.	2.5.1	Time, date/ Month/ Year, and place for E-bid opening. <u>07th May, 2026 @ 03:30 PM</u> Information Technology University (ITU) 06 th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan.
13.	2.6.2	Amount of Performance Guarantee is: <u>5% OF THE CONTRACT AMOUNT.</u>
14.	2.3.8	Bid validity period after opening of the E-Bid is: The Bid shall have a validity period of one hundred and twenty (120) days from the last date of opening of the E-Bid.
15.	2.3.6	The samples (if demanded) of the items to be provided by the bidders will be evaluated in conjunction with the specifications/requirement given in SECTION – III and approved by the evaluation committee of the procuring agency. The awardee will be required to deliver the items/services as per the approved sample.
E. Opening and Evaluation of Bids		
16.	2.5.1	The E-Bid opening shall take place at: <u>INFORMATION TECHNOLOGY UNIVERSITY (ITU),</u> <u>06th FLOOR, ARFA SOFTWARE TECHNOLOGY PARK, 346-B, FERAZEPUR ROAD, LAHORE, PAKISTAN.</u>
17.	2.5.7	The currency that shall be used for Bid evaluation is: <u>PAK RUPEES.</u>
F. Bid Evaluation Criteria		
18.	2.5.8	Criteria to Bid evaluation is presented below:

TECHNICAL EVALUATION CRITERIA

Category	Description	Requirement
Legal & Technical (Mandatory)	Valid Income Tax (NTN) & General Sales Tax (GST) Registration with Active/Operative status .	Mandatory Required
	Valid Professional Tax Certificate .	
	Bid Security as per the Clause 2.3.7 of this Bidding Document.	
	The bidder must have WAPDA pre-qualified/approved Manufacturer / Supplier certificate/document.	
	Must be involved in manufacturing, sales or supply business of similar nature items/equipment for last three (3) years atleast (verifiable through Purchase Orders /Contracts/Completion Certificates etc.).	
	Affidavit (as per form 8.5); on non-judicial Stamp Paper of Rs. 100/-: i) the Bidder (Name of the Firm) is not blacklisted by this Procuring Agency and PPRA . ii) the Bidder (Name of the Firm) certify that the documents/photocopies provided by the firm with its Bid are authentic . (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) iii) the Bidder (Name of the Firm) comply with Section - III “Technical Specifications”, Section - VII “Schedule of Requirements”, and All terms & conditions , requirements listed anywhere in this Biding Document have been satisfactorily vetted. iv) the Bidder (Name of the Firm) shall Certify to the effect that the rates quoted are not abnormal and are justifiable in comparison of prevailing market rates. v) the Bidder (Name of the Firm) comply that the Bid is valid for one hundred and twenty (120) days after opening of the Bid. vi) the Bidder (Name of the Firm) certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties , from its invoice, as applicable . vii) the Bidder (Name of the Firm) Certify that the quoted Equipment/Items are genuine, brand new, non-refurbished, un-altered in any way, of the recent / current model and incorporated all recent improvements in design and materials .	
Note:	<ul style="list-style-type: none"> • Verifiable documentary proof for all above mandatory requirements will be pre-requisite for the evaluation of bids of the bidder(s). • As outlined in the Standard Bidding Documents under clause 2.5 “Opening and Evaluation of E-Bids”, the bidder must ensure that its bids are complete in all aspects, including mandatory documentation (Legal, Technical, Past Experience, and Financial), as incomplete submissions will not be considered. • During the evaluation process, clarifications based on already submitted documentation will be sought to complete the evaluation. New documentation that changes the substance of the bid will not be accepted. • Bidders are strongly encouraged to review their bids carefully and ensure completeness before submission. Failure to do so may result in technical disqualification. 	

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: FIFTEEN (15%) PERCENT . <u>However, increase or decrease in quantities beyond 15% will be mutually agreed between the Procuring Agency and the Awardee prior to the Contract.</u>
2.6.2	The Performance Guarantee shall be: 5% OF THE CONTRACT AMOUNT .
2.6.2	<p>The Performance Security (or guarantee) shall be in the form of: Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD) or Pay Order (PO);</p> <p>Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.</p> <p>The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.</p> <p><u>Penalty Charges on Late Submission of Performance Security</u></p> <p>If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.</p>

Section-V: General Conditions of Contract (GCC)

1. DEFINITIONS

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

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services including such obligations of the Service Provider covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.
- (l) "e-Bid" means electronic bids (separate financial and technical) to be submitted by bidders on e-Procurement System (EPADS).

2. APPLICATION

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. COUNTRY OF ORIGIN (where applicable)

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

3.2 The origin of Goods/Services is distinct from the nationality of the Contractor. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. STANDARDS

4.1. The goods/services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY

5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service

Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.
- 5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.
- 5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors.

6. PATENT RIGHTS

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

7. PERFORMANCE GUARANTEE

- 7.1. The successful Bidder/the Contractor shall furnish Performance Security for a sum equivalent to **5%** of the contract value (as specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB); within **fifteen (15) days from the date of issuance of Notification of Award i.e. Letter of Acceptance (LOA) / Purchase Order** from the Procuring Agency. Performance Guarantee must have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time period.

Penalty Charges on Late Submission of Performance Security:

If the Contractor delays provision of Performance Security fifteen (15) days of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, a sum of money @0.25% of the total Performance Security, for every day beyond fifteen (15) days of the issuance of notification of award / Letter of Acceptance (LOA) from the Procuring Agency, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

- 7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:
 - (a) **a bank guarantee or an irrevocable letter of credit issued by a scheduled bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or**

(b) Bank Call-Deposit (CDR), Demand Draft (DD) or Pay Order (PO).

7.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

8. INSPECTIONS AND TESTS

8.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so, allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

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

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

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

9. PACKING

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

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

10. DELIVERY AND DOCUMENTS

10.1 The Contractor shall deliver, deploy, install and configure the ordered items/equipment **within eight (08) weeks** from the date of issuance of Notification of Award i.e., Letter of Acceptance (LOA)/Purchase Order (PO). Delivery of the Goods/Equipment shall be made by the Supplier in

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

- 10.2 Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, “completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill”.

[Further conditions may be incorporated by the Procuring Agency keeping in view the nature of contract, DDP, CIF, C&F, FOR, FOP for example; for a DDP contract the clause may be as follows:]

- 10.3 For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms.

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

11. INSURANCE *[If required and decided by the Procuring Agency]*

- 11.1 The Goods supplied under the Contract shall be delivered **on DDP Destination Basis** under which risk is transferred to the buyer after having been delivered, hence **Insurance** is sellers' responsibility.

12. TRANSPORTATION

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

13. INCIDENTAL MATERIAL *[If required and decided by the Procuring Agency]*

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

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

- 13.2 Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods

14. SPARE PARTS

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

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

15. WARRANTY

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid as required in **Section – III “Technical Specifications”** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or as required in **Section – III “Technical Specifications”** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.
- 15.5 If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the Supplier/Service Provider under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services provided, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

16.3 As per Rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than **thirty (30) days** after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4 The currency of payment is **PAK RUPEES**.

17. PRICES

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. CHANGE ORDERS

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

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

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within **thirty (30) days** from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed **15% of the contract cost** and no provisions of PPR-14 should be violated.

19. CONTRACT AMENDMENTS

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. ASSIGNMENT

20.1 The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. SUB-CONTRACTS

21.1 The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 20.

22. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's-time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. LIQUIDATED DAMAGES

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. TERMINATION FOR DEFAULT

- 24.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
 - (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
 - (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in Section-2 (d) of PPRA, Act, 2009.

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain.
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.

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

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g. epidemics, pandemics, quarantine restrictions etc. from the purview of “Force Majeure”.

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

by the Force Majeure event. Any difference of opinion concerning “Force Majeure” may be decided through means given herein below.

26. TERMINATION FOR INSOLVENCY

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

27. TERMINATION FOR CONVENIENCE

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

27.2 The Services that are complete and ready for shipment (if applicable) within **thirty (30) days** after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods, Services and for materials and parts previously procured by the Service Provider.

28. RESOLUTION OF DISPUTES

28.1 After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per Rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. GOVERNING LANGUAGE

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. APPLICABLE LAW

30.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. NOTICES

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party’s address specified in SCC.

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

32. TAXES AND DUTIES

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

33. CONTRACT PERIOD

33.1 The Contract duration shall be for the warranty / support period starting from the date of issuance of Notification of Award, till the delivery, installation & commissioning of all Goods/Services or end of warranty / support period, whichever is later.

Section-VI: Special Conditions of Contract (SCC)

Special Conditions of Contract

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

1. DEFINITIONS (GCC CLAUSE 1)

GCC 1.1 (g)—The Procuring Agency is: **INFORMATION TECHNOLOGY UNIVERSITY**

GCC 1.1 (h)—The Procuring Agency's country is: **PAKISTAN**

GCC 1.1 (i)—The Supplier is: **AWARDEE**

2. COUNTRY OF ORIGIN (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents].

3. PERFORMANCE GUARANTEE (GCC CLAUSE 7)

GCC 7.1—As per Rule-56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: **5% OF THE CONTRACT AMOUNT.**

GCC 7.4—the Performance Guarantee shall be retained to cover the Supplier's warranty obligations or defect liability period under Clause GCC 15.2.

Performance Guarantee must have a minimum validity period until the expiry date of the warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. Performance security shall not be acceptable with any validity less than the prescribed time.

The Contractor shall extend the validity period of the performance security for such period(s) as the contract performance may be extended.

4. INSPECTIONS AND TESTS (GCC CLAUSE 8)

GCC 8.6—Inspection and tests before shipment of Goods and at final acceptance.

5. PACKING (GCC Clause 9)

GCC 9.2—[This SCC shall supplement GCC Clause 9.2, exact details of the requisite packages be provided.

6. DELIVERY AND DOCUMENTS (GCC Clause 10)

[The format of the contract is to be decided by the Procuring Agency, however, DDP provisions are as follows]

(DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency of the full details of the shipment, including the Contract number, description of Goods, quantity, and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway

consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

- (iii) copies of the packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturers or Supplier's warranty certificate;
- (vi) Where applicable (Pre-shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
- (vii) Certificate of origin.

7. INSURANCE (GCC Clause 11) [where applicable]

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is sellers' responsibility, they may arrange appropriate coverage.

8. INCIDENTAL MATERIALS (GCC CLAUSE 13)

GCC 13.1—Incidental materials to be provided are:

[Selected material covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price].

9. SPARE PARTS (GCC Clause 14) [where applicable].

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (06) months of placing the order and opening the letter of credit.

10. WARRANTY (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, the warranty period shall be **as required in Section - III "Technical Specifications"** from the date of acceptance/satisfactory installation of the Goods **or as required in Section - III "Technical Specifications"** from the date of shipment (if applicable), whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

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

or

- (b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be **(one-half (0.5) percent of the Contract price per week)**.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

- (i) Free, on-site repair / replacement of defective / damaged parts and labor, within **one (01) week** of intimation in Lahore and **two (02) weeks** outside Lahore. (Or as per the warranty required in Section – III “Technical Specifications”)
- (ii) On site Replacement of such defective / damaged Goods will be provided, if repair of such Goods involves a duration exceeding **one (01) week** for Lahore and **two (02) weeks** outside Lahore. (Or as per the warranty required in Section – III “Technical Specifications”).

11. PAYMENT (GCC CLAUSE 16)

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

- (a) The Contractor shall provide all necessary supporting documents along with invoice. Payment will be made after delivery, installation & commissioning, and acceptance of delivered Goods/Equipment by the Purchaser, and after confirmation/verification of warranty and support services by the Purchaser, as applicable.
- (b) Payment for the items delivered and the services provided, whereby the unit of measurement is in numbers, square feet, etc. the payment shall be made as per actual.
- (c) Partial payment against partial delivery, installation & commissioning, and acceptance of Goods under the Contract, may be allowed at the discretion of the Purchaser, as the case may be, but after confirmation/verification of warranty and support services by the Purchaser, as applicable.
- (d) The Purchaser shall pay the amount verified within **thirty (30) days**. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done by the Contractor, as per Government policy, in Pak Rupees, through cross cheque.

12. PRICES (GCC CLAUSE 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted.

13. LIQUIDATED DAMAGES (GCC CLAUSE 23)

GCC 23.1—Applicable rate: In case of delay in delivery of goods / equipment / completion of assignment, **0.5%** of contract amount per day will be charged as liquidity damage and maximum up to **10%** of contract amount.

14. RESOLUTION OF DISPUTES (GCC CLAUSE 28)

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

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

15. GOVERNING LANGUAGE (GCC CLAUSE 29)

GCC 29.1—The Governing Language shall be: **ENGLISH**

16. APPLICABLE LAW (GCC CLAUSE 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

17. NOTICES (GCC CLAUSE 31)

GCC 31.1—Procuring Agency’s address for notice purposes: **PROCURING AGENCY ADDRESS:** _____
_____.

—Supplier’s address for notice purposes: **AWARDEE’S ADDRESS.**

Section-VII: Schedule of Requirements

7.1 SCHEDULE OF REQUIREMENTS

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

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

DELIVERY SCHEDULE

Lot No.	Items Description	Delivery Schedule (Days)
1	Supply of Transformers	The Contractor shall deliver, deploy, install and configure the ordered items/ equipment <u>within eight (08) Weeks</u> from the date of issuance of Notification of Award i.e., Letter of Acceptance (LOA)/ Purchase Order (PO).
2	Supply of 11-KV Metering & Protection Panel	

Section-VIII: Sample Forms

8.1. Bid Form

(for each Lot)

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with the Technical Bid, in case of Single Stage Two Envelope Procedure.

Date: _____

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said Bidding documents.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **5% of the Contract Price** for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of [number] days from the date fixed to Bid opening under Clause 2.3.9 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is:

- a) Original Bid Form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- b) All the forms relevant to the Technical and Financial Bids (clearly indicated on each form)
- c) Original of Bid Security instrument
- d) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- e) Any other document required by the procuring agency not inconsistent with PPR14.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

- a) Original Bid Form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original of Bid Security instrument
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

- a) Price Schedule / Financial Form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- b) Original Bid Security Form along with Copy of Bid Security instrument.
- c) *Any other document required by the procuring agency not inconsistent with PPR-14.*

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

Name and address of service	Amount and Currency	provider
_____	_____	
_____	_____	
_____	_____	

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2. Bidder's JV Members Information Form (If Applicable)

- To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad
- To be attached with Technical Bid in addition to the JV agreement

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.

Date: [insert date (as day, month and year) of Bid submission]

Bidding Document No.: [insert]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page _____ of _____ pages

1. Bidder's Name: [insert Bidder's legal name]
2. Bidder's JV Member's name: [insert JV's Member legal name]
3. Bidder's JV Member's country of registration: [insert JV's Member country of registration]
4. Bidder's JV Member's year of registration: [insert JV's Member year of registration]
5. Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6. Bidder's JV Member's authorized representative information Name: [insert name of JV's Member authorized representative] Address: [insert address of JV's Member authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative] Email Address: [insert email address of JV's Member authorized representative]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <ul style="list-style-type: none">• Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.• In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Bidder Profile Form

(for each Lot)

- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Technical Bid

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
	Address:
	Office Telephone Number:
	Fax Number:
3.	Contact Person:
	Name:
	Personal Telephone Number:
	Email Address:
4.	Local office if any:
	Address:
	Office Telephone Number:
	Fax Number:
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Return (Last 03 years) – or as required in the evaluation criteria.

Yes	No
-----	----

b) Details of Experience (Last 03 Years) – or as required in the evaluation criteria

(i)	Similar Project (Agency/Department)	Item Name
(ii)	Value of total Projects/Tenders/POs	Amount

c) Staff Detail and last month Payroll – If required in the evaluation criteria

Yes	No
-----	----

8.4. General Information Form

(for each Lot)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Technical Bid.*

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

*Please attach copies of NTN, GST Registration, Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.5. Affidavit

(for each Lot)

- *To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner or on the Official Letter-head.*
- *To be attached with Technical Bid*

Name: _____ (Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the [name of Procuring Agency] of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the [name of Procuring Agency]. The undersigned further affirms on behalf of the firm that:

- i) the Bidder (Name of the Firm) **is not blacklisted** by this **Procuring Agency** and **PPRA**.
- ii) the Bidder (Name of the Firm) certify that the **documents/photocopies provided** by the firm with its Bid are **authentic**. (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.)
- iii) the Bidder (Name of the Firm) comply with **Section – III “Technical Specifications”, Section – VII “Schedule of Requirements”, and All terms & conditions**, requirements listed anywhere in this Biding Document have been satisfactorily vetted.
- iv) the Bidder (Name of the Firm) shall Certify to the effect that the **rates quoted are not abnormal and are justifiable** in comparison of prevailing market rates.
- v) the Bidder (Name of the Firm) comply that the **Bid is valid for one hundred and twenty (120) days** after opening of the Bid.
- vi) the Bidder (Name of the Firm) certifies that if awarded the contract, the procuring agency may **deduct all the relevant taxes and duties**, from its invoice, **as applicable**.

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____ Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

(for each Lot)

To,

[name and address of the Procuring Agency]

WHEREAS (Name _____ of _____ the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "**PROCUREMENT OF _____**" procurement of the following:

1. *[Please insert details]*.

(Here in after called "the Contract").

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

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20____, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.7. Technical Bid Form

(for each Lot)

Instructions for Bidders on Technical Compliance Table (Technical Bid):

1. Fill out the table completely:

- a) Enter the parameters of your offered goods/services against the required parameters from the technical specifications provided below.
- b) For compliance, mark "Yes" if the offered parameters meet or exceed the required specifications; otherwise, mark "No."

2. Provide references:

- a) Indicate the relevant page number in your bid where supporting documents can be found.
- b) Include any online references (e.g., product datasheets, official documentation links) and specify the relevant page number for easy verification.

3. Ensure accuracy and completeness:

- a) Incomplete responses, failure to provide references, or discrepancies in compliance may lead to disqualification.

4. Format and submission:

- a) Submit the table as part of your Technical Proposal in the specified format.
- b) Use additional rows as required to address all parameters.

Technical Compliance Table Template (For Bid Form – Technical Bid)					
(Description/Title)					
Sr. No.	Required Parameters (from Technical Specifications)	Offered Parameters (by Bidder)	Compliance (Yes/No)	Reference Page Number in the Bid	Online Reference Link or Datasheet with Page Number in the Bid
1	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]
2	[Enter the required specification]	[Enter the offered specification]	[Yes/No]	[Page Number]	[Online link or Datasheet Reference Page Number in the Bid]

Stamp & Signature of Bidder _____

Technical Bid Form					
(Description/Title)					
Sr. No.	Item Name	Brand name with Country of Origin	Make & Model	Qty.	Offered Parameters (Specification/Dimensions)
1					
2					
3					
4					
Note:					
<ul style="list-style-type: none"> • Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal. • Optional Bid/Quote is not allowed. The bidders must comply with the requirements mentioned in SECTION – III and submit their bid accordingly against each item. • To be reproduced on the letter head, signed & stamped by the Bidder. • To be attached with Technical Bid. 					

Stamp & Signature of Bidder _____

8.8. Contract Form

(for each Lot)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification 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 mentioned above.

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

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

8.9. Financial Bid Form/Price Schedule

(for each Lot)

- Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.
- To be reproduced on the letter head, signed & stamped by the Bidder.
- To be attached with Financial Bid.

LOT No.1						
SUPPLY OF TRANSFORMERS						
Sr. No.	Description	Specifications	Unit	Qty.	Unit Price (Incl. all taxes, charges, freight, duties, etc.)	Total price (Incl. all taxes, charges, freight, duties, etc.)
1.	TRANSFORMERS 200 KVA PMT	SUPPLY OF 200 KVA, 11KV/415 VAC 3-PHASE OIL TYPE TRANSFORMER (PMT PAD MOUNTED TRANSFORMER) i/c WAPDA testing charges, complete in all respects made of PEL, Siemens Transfopower, Elmetec or equivalent as approved and directed by the Engineer. As per WAPDA Specification No. DDS-71 & DDS-84:2020 (Amended to Date) I/c the cost of earthing along with associated cable. (Bidders are required to produce WAPDA Inspection Certificate prior to submission of bill invoice).	Each	02		
2.	TRANSFORMERS 100 KVA PMT	Supply of 100KVA, 11KV/415VAC 3-PHASE OIL TYPE TRANSFORMER (PMT PAD MOUNTED TRANSFORMER) i/c WAPDA testing charges, complete in all respects made of PEL, Siemens Transfopower, Elmetec or equivalent as approved and directed by the Engineer. As per WAPDA Specification No. DDS-71 & DDS-84:2020 (Amended to Date) I/c the cost of earthing along with associated cable. (Bidders are required to produce WAPDA Inspection Certificate prior to submission of bill invoice).	Each	02		
Total Bid Price (Inclusive of all taxes/duties, charges freight, etc.)						X

Total Bid value (against which a Bid shall be evaluated) in figure. _____

Total Bid value (against which a Bid shall be evaluated) in words. _____

Note:

- (i) The above rates inclusive of all applicable taxes/duties, freight/transportation, labor cost, WAPDA charges, preparation of site, contingencies and any other cost not mention here.

- (ii) In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. (Please refer ITB clause 2.5.6).
- (iii) In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- (iv) A bid not compliant to the taxes (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.
- (v) Price for the Optional Items (where required), should be quoted separately in the Financial Proposal.
- (vi) The Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be technically responsive and has been determined to be the overall lowest evaluated bid.

Stamp & Signature of Bidder _____

LOT No.2						
SUPPLY OF 11-KV METERING & PROTECTION PANEL						
Sr. No.	Description	Specifications	Unit	Qty.	Unit Price (Incl. all taxes, charges, freight, duties, etc.)	Total price (Incl. all taxes, charges, freight, duties, etc.)
1.	METERING & PANEL	11KV WAPDA Metering Panel according to NTDC specifications P-44 2018 I/c the cost of associated cables & earthing. (Bidders are required to produce WAPDA Inspection Certificate prior to submission of bill invoice).	Each	01		
2.	PROTECTION PANEL	11KV Consumer Protection Panel according to NTDC specifications P-44 2018 I/c the cost of associated cables & earthing. (Bidders are required to produce WAPDA Inspection Certificate prior to submission of bill invoice)	Each	01		
3.	HT TOU Meter	Supply of HT Tou Meter	Each	01		
Total Bid Price (Inclusive of all taxes/duties, charges freight, etc.)						X

Total Bid value (against which a Bid shall be evaluated) in figure. _____

Total Bid value (against which a Bid shall be evaluated) in words. _____

Note:

- (i) The above rates inclusive of all applicable taxes/duties, freight/transportation, labor cost, WAPDA charges, preparation of site, contingencies and any other cost not mention here.
- (ii) In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. (Please refer ITB clause 2.5.6).

- (iii) In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- (iv) A bid not compliant to the taxes (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.
- (v) Price for the Optional Items (where required), should be quoted separately in the Financial Proposal.
- (vi) The Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be technically responsive and has been determined to be the overall lowest evaluated bid.

Stamp & Signature of Bidder _____

8.10. Bid Security Form

(for each Lot)

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *Copy of the Bid security instrument must be submitted with the financial proposal,*
- **Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the Bid Submission deadline at:
Procurement Office, 6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.**

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

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

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to and including **thirty (30) days** after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature]

8.11. INTEGRITY PACT

(for each Lot)

- **To be signed by the awardee**

**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: _____
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 Government of the Punjab (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

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

Name of Employer:
Signature:
[Seal]

Name of Contractor:
Signature:
[Seal]

Section-IX: Check List

- The provision of this checklist is essential prerequisite along with submission of Bid.
- Please fill **(YES, NO, N/A)** or “**Check Mark**” the relevant columns, and attach this Checklist on top of the Technical Proposal.

Sr. No.	Description/Documents	Technical Proposal	Financial Proposal
1	Joint Venture (JV) Agreement and Bidder s JV Member information as per form 8.2 (if applicable)		
2	Original Bid Security Instrument (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order).		
3	Original Bid form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
4	Bidder Information Form (as per form 8.3 of Bidding documents) on letter head of the firm, duly signed and stamped.		
5	General Information Form (as per form 8.4 of Bidding documents) on letter head of the firm, duly signed and stamped.		
6	Copy of Income Tax (NTN) Registration with Active/Operative status .		
7	Copy of General Sales Tax Registration with Active/Operative status .		
8	Copy of valid Professional Tax Certificate .		
9	Affidavit (as per form 8.5) on non-judicial Stamp Paper of Rs. 100/.		
10	Technical Bid Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	WAPDA Pre-qualified/Approved Manufacturer / Supplier document as required in the Technical Evaluation Criteria.		
12	Relevant Past Experience Documents , as per the Technical Evaluation Criteria.		
13	All required samples (if demanded) have been submitted to <i>[name of the Procuring Agency/Department/Team]</i> or attached with the Technical Proposal.		
14	Financial Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	Copy of Bid Security Instrument (Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order).		

Stamp & Signature of Bidder _____

PACKAGE – II

(Page # 63 - 123)

CONSTRUCTION OF METERING AND PROTECTION PANEL ROOM

AT

ITU BARKI CAMPUS, LAHORE

IMPORTANT NOTE/ GENERAL INSTRUCTION

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab if and when received.

CHECKLIST FOR BID SUBMISSION

The bidder(s) must fill-up the checklist / table given below and attach required documents with proper justification supporting documents.

Sr. #	Description	Yes/ No	Attached at Annexure
Technical Proposal			
1.	Technical Proposal Submission Form Appendix-F , duly signed & stamped on Firm's Letter Head.		
2.	Technical Specification		
3.	Valid Registration with Pakistan Engineering Council (PEC) under category C-5 or above.		
4.	Valid and Active Income Tax, GST, PRA & Professional Tax Certificates		
5.	Litigation History and no litigation affidavit on legal stamp paper in original		
6.	Affidavit on legal stamp paper in original declaring that the firm has never been black listed		
7.	Relevant Experience as outlined in the Bid Evaluation Criteria.		
8.	Earnest Money/ Bid Security not less than the Rs.350,000/- in the form of CDR/Pay Order from Scheduled Bank of Pakistan.		
Financial Proposal			
9.	Financial Proposal Form Appendix -H , duly signed & stamped on Firm's Letter Head.		
10.	Price Schedule/Financial Cost Sheet Appendix-I , duly signed & stamped on Firm's Letter Head.		

PRIMARY & SECONDARY CONTACT

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact Kashif

Mahmood **Assistant**

Engineer

Email: assistant.engineer1@itu.edu.pk

6th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road,
Lahore. 4 KM, Barki Road, Lahore.

Secondary Contact

For general queries relating tender document bidders may contact at:

ow@itu.edu.pk procurement@itu.edu.pk

1. Invitation to Bid

1.1 Punjab Procurement Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website. <http://ppra.punjab.gov.pk>. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(2), this Tender is being placed in newspapers and online at PPRA's website and the website of Purchaser. The bidding document carrying all details can be downloaded from ITU's website www.itu.edu.pk and from PPRA's website www.ppra.punjab.gov.pk for information only.

1.3 Type of Open Competitive Bidding

As Rule 38(2)(a) of Punjab Procurement Rules, 2014, **Single Stage – Two Envelope Bidding Procedure** shall be followed. The said procedure is reproduced as follows:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately;
- (ii) as "**Financial Proposal**" and "**Technical Proposal**";
- (iii) in the first instance, the "Technical Proposal" shall be opened through EPADS and the "Financial Proposal" shall be retained unopened on the EPADS;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the scheduled time and date through EPADS, within the bid validity period;
- (vii) the financial bids found technically non-responsive shall not be opened on the EPADS; and
- (viii) the lowest evaluated bidder shall be awarded the contract.

2. Bidding Details (Instructions to Bidders)

- 2.1 All bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause “Bid Security” in favor of “**Information Technology University**”. Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, at ITU-Procurement Office, 6th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozpur Road, Lahore, before the last date and time for E-bid Submission. The complete bids as required under this tender document, must be submitted **online on e-Procurement System (EPADS) website i.e. <https://punjab.eprocure.gov.pk>** as per the following schedule:

E-bid Submission Date & Time	07th May, 2026 @ 03:00 PM
E-bid Opening Date & Time	07th May, 2026 @ 03:30 PM

- 2.2 Bidders are advised to ensure the uploading of Bids on **E-PADS Portal**, well before the submission deadline and not wait for the last date and time to upload the bid. Late E- bids shall not be considered and shall be rejected. Bid submission on E-PADS portal shall entirely be the responsibility of the bidders. ITU shall not be responsible for any issues thereof. For any assistance regarding E-PADS Portal, the bidders may contact on system support email and phone numbers as provided on the website of the authority.
- 2.3 Bidding Documents are immediately available after date of publication. Information Technology University will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or uploading of E-bids.
- 2.4 Bids shall be publicly opened in the Committee Room of Information Technology University, 6th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, on scheduled date and time. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from ITU's website <https://itu.edu.pk/tenders>, and PPRA's website <http://ppra.punjab.gov.pk>.
- 2.5 For electronic bids submission, bidders are requested to register at www.punjab.eprocure.gov.pk. For any queries regarding registration on EPADS please contact at helpline # 1248.
- 2.6 Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Items/Services must be received in writing to the Purchaser till the date and time specified on EPADS. Any query received after said date may not be entertained. All queries shall be responded to within due time. ITU will host a Q&A session at ITU premises (6th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore). All Bidders shall be informed of the date and time in advance.
- 2.7 The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection / Acceptance of the Tender**” for making their bids substantially responsive to the requirements of the Bidding Document.
- 2.8 It will be the responsibility of the Bidder that all factors have been investigated and

considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

- 2.9 It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.
- 2.10 The bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

3. Preparation / Submission of Tender

- 3.1 The Bidder(s) must submit their bid against complete scope of works as required.
- 3.2 The Bidder will submit their respective bids in a manner explained in this tender document.
- 3.3 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation, which shall govern for purposes of interpretation of the Tender.
- 3.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 3.5 The Tender shall be in two parts i.e. the **technical proposal** and the **financial proposal**.
- 3.6 The **Technical Proposal** shall comprise the documentary proof(s) as per the mandatory requirements mentioned in **Checklist for Bid Submission, Tender Eligibility/Qualification Criteria and Technical Evaluation Criteria without quoting the prices**.
- 3.7 The **Financial Proposal** shall comprise the following:
 - 3.7.1 Financial Proposal Form (**Annexure-H**)
 - 3.7.2 Price Schedule (**Annexure-I**).
- 3.8 The Bidders should provide **soft copies** of the **Proposal**, including all Forms, Annexures, Schedules, Charts, Maps, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, as and when required.
- 3.8 This is made obligatory to affix authorized signatures with official seal on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

4. Bid Security (Earnest Money)

- 4.1 The bid security amount has been calculated and demanded on estimated price as per provision of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money) as under:

Lot No.	Description	Estimated Cost (Rs.)	Bid Security (Rs.)
3	Construction of Metering & Protection Panel Room	3,535,051/-	141,402/-

- 4.1.1 denominated in Pak Rupees;
- 4.1.2 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
- 4.1.3 **Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title, before the E-bid Submission deadline at ITU-Procurement Office, 6th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore;**
- 4.1.4 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- 4.2 Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 4.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 4.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or
- 4.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to accept and deliver the required items/services or fulfill the order placed within the stipulated time period.
- 4.3 The Bid security shall be returned to the unsuccessful Bidder after completion of Bid Evaluation Process.
- 4.4 The Bid Security shall be returned to the successful Bidder upon complete delivery of Items/Goods/Services and issuance of satisfactory certificate by the concerned team of the Purchaser.

5. Bid Validity

- 5.1 Bids shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid(s).
- 5.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period or 180 days whichever is more. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and

in compliance with Clause-4 in all respects. Rule 28 of PPR-14 shall be applicable for Bid Validity period.

6. Opening of the Tender

- 6.1 Tenders shall be opened at the scheduled time on the last date of submission of bids, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-(30) of Punjab Procurement Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 6.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 6.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

7. Determination of Responsiveness of the Bid (Tender)

- 7.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
 - 7.1.1 Meets the eligibility criteria given herein this tender document.
 - 7.1.2 meets the Technical Specifications for the Goods/Items/Services;
 - 7.1.3 meets the delivery period / point for the Goods/Items/Services;
 - 7.1.4 in compliance with the rate and limit of liquidated damages;
 - 7.1.5 offers fixed price quotations for the Goods / Items/Services, whereby no optional offer / bid or price is allowed;
 - 7.1.6 is accompanied by the required Bid Security as part of bid envelope against tender only;
 - 7.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
 - 7.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

Agreement No. _____

INFORMATION TECHNOLOGY UNIVERSITY, LAHORE, PUNJAB

1. Name of Work: **CONSTRUCTION OF METERING & PROTECTION PANEL ROOM**

2. Time for Completion: **60 Days**

3. Amount of earnest money: **Rs. 141,402/-**

4. Issued to _____

(Name of contractor)

Signature _____

Dated _____

Office Stamp _____

Note: - The agreement will be signed once the bids are evaluated.

DETAILED DIRECTIONS FOR THE GUIDANCE OF TENDERERS

1. These directions are provided to assist the tenderer in preparing and submitting his tender. The tender shall contain all information and data required to be furnished and shall be prepared and submitted in accordance with the instructions set forth herein.
2. All necessary documents, such as copies of specifications (excluding standard specification books etc.), contract documents, including bill of quantities, estimated rates and any other documents required in connection with the preparation of tender or execution of works, signed, by the University Engineer will accompany the tender form.
3. The tenderer will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his tender.
4. No single tender shall include more than one work. A tenderer who wishes to tender for two or more works shall submit tender for each work, separately.
5. The memorandum of work tendered for, and the schedule of materials and equipment to be supplied by the University Engineer and the rates at which they are to be charged for (annexed hereto) shall be filled in the office of the University Engineer before the tender form is issued. At this stage the tenderer should ensure that the tender form so issued is complete in all respects.
6. The tenderer shall note that the ultimate responsibility for the quality of work and its Conformity with the specifications and drawings rests solely with the successful bidder whose tender is accepted.
7. The tenderer shall at his own expense, inspect and examine the site and surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all matters pertaining to the tender. The tenderer shall also satisfy himself before submitting his tender as to the nature of grounds, hydrological and climatic conditions, the form and nature of the site, the nature and lay out of the terrain, the availability of labour, water, electric power and transportation facilities in the area. The tenderer shall specially investigate into the sources of materials to be used for the works and satisfy himself about the quality and quantities of materials available for the completion of the work and the means of access to the site, the accommodation he may require and, in general, shall himself obtain all necessary information, as to the risks, contingencies and other circumstances which may influence or affect his tender. The University Engineer shall not assume any responsibility regarding information gathered, interpretation or deduction which the tenderer may arrive at, from the data that may be furnished with the contract documents.
8. (a) The tenderer shall fill up the bid schedule.
(b) In case tenders are called on item rate basis, the tenderer shall quote his own unit rate in the bid schedule on which he is willing to undertake each item of work.
9. (i) The tenderer shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his tender on which he is willing to complete the works. The total amount worked out in the bid schedule shall be entered by the tenderer in his tender as his tender price for the work. In case of discrepancy between amounts in figures and in

words, the amount in words shall prevail.

(ii) Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out of the amount of the tender and the total amount of the bid schedule will be adjusted accordingly.

(iii) If a unit rate is left blank, but the amount against the item is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule.

(iv) If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of the bid schedule, the University Engineer shall fill in the blanks by noting the word "Nil" in such blanks at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items.

(v) If the tenderer does not accept the adjusted / corrected amount of tender according to the above provision, his tender shall be rejected and the earnest money forfeited.

10. The tender which proposes any alteration in the works specified in the bid schedule or in the time allowed for carrying out the works or in any other condition mentioned by the University Engineer, will be liable to rejection. The tenderer shall sign each and every page of the tender and contract documents, without making any alteration. All enclosures issued with the contract documents, shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection.
11. The tenderer shall fill in the tender documents in ink. Errors, if any, shall be scored out and corrections rewritten legibly and attested by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection. Any tender with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered price after the opening of the tender.
12. Additional clause(s) for a particular work shall be typed on separate sheets by the University Engineer, which will be annexed to the contract documents specifying the number of sheets. The tenderer shall not add or delete any additional clause(s) in the additional clause(s) sheet(s), provided by the University Engineer.
13. The quantities mentioned in the bid schedule are estimated quantities, to be used for preparing tenders, and the University Engineer does not expressly nor by implication agree that the actual amount of works to be performed will correspond therewith. No payment will be made on account of anticipated profits for work covered by the contract which is not performed, nor will any adjustment in the unit rates set forth in the bid schedule be made because of an increase or decrease in the actual quantities from the estimated quantities indicated therein, except as determined in accordance with the provisions of clause 42 of the general conditions of contract.
14. No tender without earnest money shall be entertained. Earnest money (**Rs.141,402/-**) shall be in the form of deposit at call receipt. The earnest money of the unsuccessful tenderers shall normally be returned by the University Engineer within a week of opening

of the tenders and in any case not later than thirty (30) days following the date set for opening of tenders except in cases where the tenders are to be accepted by the respective competent authority, in those cases the earnest money of only three lowest bidders will be retained and returned to the unsuccessful bidders not later than (120) days of opening of the tenders. In the event of the tender being accepted, a receipt for the earnest money forwarded therewith, shall there upon be given to the contractor. The earnest money of the successful tenderer on execution of the contract covering work will be adjusted towards the amount of security deposit to be retained from the first amount(s) payable to the contractor under the contract.

15. The successful tenderer will be required to enter into a contract, furnish the required documents and to commence the work within the time specified in the memorandum of work. Should the successful tenderer refuse or fail for any reason to enter into contract, or to commence the work within the time specified in the memorandum of work, it should constitute a just cause for the annulment of the award and in the event of such annulment, the entire earnest money shall be forfeited to UNIVERSITY, as compensation for such default.
16. (i) The tender shall be signed by the person(s) duly authorized to do so. In the event of a tender being submitted by a firm, it shall be signed separately by each member thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with tender and it must disclose that the firm is duly registered under the partnership Act, 1932 or any other law in force.
(ii) The tender submitted by a joint venture of two or more firms shall be accompanied, by a document of formation of the joint venture, duly registered and authenticated by a competent court, in which shall be stated precisely, the conditions under which it shall function, its period of validity, the person(s) authorized to represent it and accept its obligations the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its function.
(iii) A tender submitted by a corporation must bear the seal of the corporation and be attested by its Secretary.
(iv) In all cases, the tender must be signed by an individual or individuals having powers to legally bind the firm, joint venture, corporation or companies on whose behalf they are signing.
17. Each tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices stated in the bid schedule, which rates and prices shall, except in so far as it is otherwise expressly provided in the contract, cover all obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.
18. The Bidder may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal provided in EPADS. No tender may be modified subsequent to the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity i.e. one hundred and twenty (120) days as specified by the tenderer in the form of tender may result in the forfeiture of the tender security.

19. The tenderer shall submit the tender on EPADS as prescribed.
20. The tenderer shall indicate in the space provided in the tender his full and proper address at which notices may be legally served on him and at which all correspondence in connection with his tender and the contract is to be sent.
21. The presentation of tender implies full acceptance on the part of the tender of these instructions and all other conditions set forth in the contract document.
22. Any tender received by the University Engineer after the deadline for submission of tenders prescribed in the Notice Inviting Tenders will be returned unopened to the tenderer.
23. The University Engineer or his duly authorized officer will open tenders in the presence of intending tenderers or their authorized agents, who may be present at the time. The officer opening the tender will announce the name of tenderer, tender rates and the presence of requisite tender security.
24. Promptly after the opening of tenders, the University Engineer will undertake a detailed evaluation of tenders. The University Engineer will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the University Engineer, and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.
25. Except for information to be read out by the University Engineer at the time of opening tenders in accordance with para 23 above, no information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall be disclosed to tenderers or other persons not officially concerned with such process. Any effort by a tenderer to influence the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in the rejection of his tender.
26. To assist in the examination, evaluation and comparison of tenders, the University Engineer may ask tenderers individually for clarification of their tenders, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the University Engineer during the evaluation of the tender.
 - (a) In case the total tendered amount is less than **5%** of the approved estimated (DNIT) amount, the lowest bidder will have to deposit additional performance security from the Scheduled Bank ranging from 5% to 10% as under, within 15 days of issuance of notice or with in expiry period of bid, whichever is earlier:

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATE COST	ADDITIONAL PERFORMANCE SECURITY
5%	5%
6%	6%
7%	7%
8%	8%

9%	9%
10%	10%

27. The University Engineer shall have the right of rejecting all or any of the tenders without assigning any reason thereof. The University Engineer will not be bound to award the contract to the lowest or to any other tenderer.
28. The unit rates and prices entered in the bid schedule will be the rates at which the contractor will be paid (Subject to the adjustment specified in clause 55 of the annexed conditions) and shall be deemed to include all costs of performing the work, including income tax, super tax, and/ or other charges, duties and taxes of the government, autonomous, semi-autonomous and local bodies, profits and costs of accepting the general risk, liabilities and obligations set forth in or implied from the contract.
29. Prior to the expiration of the period of tender validity (120 days) prescribed in the tender form or any extension thereof that may have been granted by the tenderer, the University Engineer will notify the successful tenderer by cable and confirm in writing by registered letter that his tender has been accepted. This letter of acceptance shall name the sum which will be paid in consideration of the execution, completion and maintenance of the works as prescribed in the contract, (hereinafter called the contract price). The notification of award will constitute the formation of the contract.
30. At the time, the University Engineer notifies acceptance of the tender to the tenderer, he will send the tenderer the form of agreements between the parties. Within fifteen (15) days of receipt of the form of agreement, the successful tenderer shall sign the contract in the presence of University Engineer, failing which his bid will be rejected and bid security will be forfeited.
31. After the successful tenderer has signed the contract and furnished required documents the University Engineer will notify to the unsuccessful tenderers that they were unsuccessful.
32. The completion period will be reckoned from the date of delivering the award or the handing over of the site to the contractor, whichever is later.
33. A copy of the contract agreement may be obtained by the contractor at his own cost.

TENDER FOR WORK

To,

The University Engineer,

_____.

Dear Sir,

I/We

(Name of the Contractor)

the undersigned tenderer, having examined the conditions of contract, specifications, drawings, bid schedule and addenda Nos. thereto, for the work of (Name of the Work) and the works associated therewith, and having examined the site of the above named works, or having caused the site to be visited on our behalf by my/our competent and reliable agent, and having satisfied myself/ ourselves as to all conditions under which the above named work must be performed, hereby offer to execute, complete and maintain the whole of the above mentioned work including its ancillary works associated therewith, in accordance with the said contract documents, including the addenda indicated above a tender price of Rs. _____ or such other sums as may be ascertained in accordance with the said conditions of contract and the rates, and the prices set forth in the bid schedule:

2. As security for the due performance of the undertaking and obligations of this tender I/We submit herewith a deposit at call receipt No. _____ dated_ in the amount of Rs. _____ (Rupees) from the Bank Branch_ drawn in your favour or made payable to you as earnest money, the full value of which will be absolutely forfeited to UNIVERSITY without prejudice to any other rights or remedies of the University, should I/We withdraw or modify the tender within its validity period of one hundred and twenty (120) days, following the date of receipt of tender.

3. I/We understand that if my/our tender is accepted, the full value of the earnest money as attached with the tender shall be detained by the University towards the amount of security deposit specified in clause 48 of the said conditions of contract and item (d) of the memorandum of work.

4. Should this tender be accepted by you I/We hereby undertake:

(a) To sign all the necessary documents for entering into a contract agreement in the form set out in the contract document within fifteen (15) days following your notification of such acceptance.

(b) To commence the work within the stipulated time named in item(f) of memorandum hereto annexed following the date of issuance of your order to proceed with or the handing over of the site, whichever is later and in the event of my/our failure to do so, the entire amount of earnest money deposited by me/us for which deposit at call receipt is

enclosed herewith is to be absolutely forfeited to the University. On the commencement of work, I/We hereby also agree to abide by and fulfill all the terms or provisions of the said conditions of the contract annexed hereto so far as applicable and in default thereof, to forfeit and pay to University the sums of money mentioned in the said conditions.

(c) To complete and deliver the whole of the work comprised in the contract within the time stipulated in item No. (g) of the memorandum hereto annexed, subject to such extension in the time limit as may be granted under the conditions of contract.

5. I/We also agree that when materials and or equipment for the work are provided by the University the rates to be paid for them shall be as provided in appendices annexed hereto.

6. I/We agree to abide by this tender for the period of one hundred and twenty (120) days following the date set for receiving of tenders and it shall remain binding upon me/us and may be accepted by you at any time before the expiration of that period.

7. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us, and shall be deemed for all purposes to be the contract agreement.

8. I/We understand that you are not bound to accept the lowest or any tender you may receive, and that you will not defray any expenses incurred by me/us in tendering.

Thanking you,

Yours

Faithfully,

(Signature of Tenderer)

Dated _____ 20

Name _____

Address _____

The above tender is hereby accepted by me on behalf of Information Technology University of the Punjab, Lahore.

(Signature of University Engineer)

In case the above address is changed, the contractor will immediately notify in writing to the University Engineer, his new address.

MEMORANDUM OF WORK

(To be filled by Information Technology University Lahore, Punjab)

- (a) General Description (if several sub works are included, they should be detailed on a separate sheet.
- (b) Amount of earnest money **Rs.141,402/-** (to be furnished by the tenderer in the shape of deposit at call from a Schedule Bank of Pakistan).
- (c) Percentage of retention money to be retained from the bills.
 - (i) On the amount of work done upto Rs.5 million= Ten (10) percent
 - (ii) On the amount of work done beyond Rs.5 million=Five (5) percent
- (e) Minimum amount of interim running bills: **1.5 Million**
- (f) Mobilization period days. **07 days**
- (g) Time allowed to complete the work after the expiry of mobilization period **60 days.**
- (h) Amount of performance Security in the form of Bank Guarantee (See Contract Conditions Clause 7 and general direction 26 (a)).
Five (5) percent of the accepted tender price in the case of tenders with cost exceeding Rs.50 million and as per general condition 26(a) for all tenders. Rs.____.
- (i) Period of maintenance (after the date of issuance of certificate of completion)
360 days.

BID SCHEDULE

Name of Work: **CONSTRUCTION OF METERING & PROTECTION PANEL ROOM**

(See Appendix-I)

**Total tender amount of the work
(To be filled in by the Tenderer)**

- | | |
|---|-----------|
| 1. Total Cost of Schedule Items | Rs. _____ |
| 2. Total Cost of other than schedule Items / Item Rates | Rs. _____ |
| Grand Total | Rs. _____ |
| (In Words) Rupees | _____ |

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

CLAUSE-1

In the contract (as herein after defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires: -

- (1) **“Agent”** means the person appointed by the contractor to act on his behalf in his absence;
- (2) **“Certificate of completion”** means the certificate of completion given by the University Engineer pursuant to clause 40 of these conditions;
- (3) **“Contract”** means the contract agreement, the documents set out therein and includes the conditions of contract, the tender and acceptance thereof, the specifications, the drawings, the bid schedule, schedule of rates and the prices;
- (4) **“Contractor”** means the person or persons, firm or company whose tender has been accepted by the University Engineer, and shall include the contractor’s duly authorized representative, successors and assignees;
- (5) **“Contract Price”** means the sum named in the tender, subject to such addition thereto or deductions there from as may be made under the provisions of the contract;
- (6) **“Constructional Plant”** means all appliances, or things required in or about the execution, completion, or maintenance of the works or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary works;
- (7) **“Drawings”** means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the University Engineer;
- (8) **“Engineer-in-charge”** means the University Engineer or any other officer who for the time being and from time to time is in charge of the works and includes an officer appointed by the University.
- (9) **“University”** means (Information Technology University of the Punjab, Lahore)
- (10) **“Period of Maintenance”** means the period during which the contractor is obliged to guarantee the work or defined portions of work against defect and during which he is obliged to perform any maintenance procedure that may be specified by the University Engineer and shall be calculated from the date of the certificate of completion given by the University Engineer in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the University Engineer under the said clause from the respective dates so certified;
- (11) **“Maintenance”** means the repairs, amendment, and reconstruction and includes the rectification of defects imperfections, shrinkages and other faults except fair wear and

tear as may be required of the contractor in writing by the University Engineer during the period of maintenance;

(12) **“Programme of Work”** means the Programme of work submitted by the contractor and approved by the University Engineer and includes and amendment there to made from time to time and approved by the University Engineer;

(13) **“Item Rates”** mean the rates determined on the basis of the market rates system introduced by the Government in replacement of the Composite Schedule of Rates 1998 through Finance Department Notification No.RO(Tech) F.D.2-3/2004 dated 02-08-2004.

(14) **“Site”** means the lands and other places on, at, over, under; in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent land, or part or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the University Engineer for the purpose of the contract together with such other places as may be specifically designated in or pursuant to the contract as forming part of the site;

(15) **“Specifications”** means the specification referred to in the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the University Engineer.

(16) **“Temporary Works”** means all temporary works of every kind required in or about the construction, completion or maintenance of the works;

(17) **“Works”** means the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract.

CLAUSE-2

Marginal headings for information only The marginal headings, the words, notes, titles and phrases used in these general conditions and documents attached hereto, are strictly direction of the reader with regard to the contents of the said documents and shall by no means be invoked for interpretation of the said clauses nor shall they be deemed to be part thereof or be taken into consideration in the interpretation thereof or of the contract.

CLAUSE-3

Terms to include designation of corresponding post. The term “University Engineer” or “Registrar” used in the contract and the documents attached thereto, shall be the holder in corresponding posts in relation to the work.

CONTRACT DOCUMENTS

CLAUSE-4

Documents mutually explanatory Except if and to the extent otherwise provided by the contract, the conditions of contract and additional conditions annexed hereto shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another, but in case any error, omission, ambiguity or discrepancy is found between these documents, the same shall be reported to the

University Engineer who shall correct such error or omission or explain and adjust the ambiguity or discrepancy, as the case may be, and shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the University Engineer compliance with any such instructions shall involve the contractor in any expenses which by reason of any such error, omission, ambiguity or discrepancy, the contractor did not have reasons to anticipate, the University Engineer shall pay such additional sums as he shall certify to be reasonable to cover such expenses. Provided further that any work done by the contractor, which perpetuates or adds to any error, omission, ambiguity or discrepancy, already discovered and pointed out, shall be considered to have been done at the contractor's own risk.

CLAUSE-5

- | | |
|--|--|
| Custody of drawings | (1) The drawings shall remain in the sole custody of the University Engineer but two sets of the detailed or working drawings will be obtained by the contractor free of cost from the University Engineer after acceptance of his tender. The contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the contractor shall return to the University Engineer all drawings provided to him under the contract. |
| Classified Drawings | (2) If so instructed, the contractor shall undertake not to disclose details of classified drawings, other than to men in his employ, and will give an undertaking to the University Engineer that these drawings are not replicated or passed on to others or used by any other agency/person. |
| One copy of Drawing to be kept on site | (3) One copy of the drawings, furnished to the contractor as aforesaid shall be kept by the contractor on site and the same shall at all reasonable times also be made available for inspection and used by the University Engineer or by any of his superior officer, or by any other person authorized by the University Engineer in writing. |
| Further drawings and instructions | (4) The University Engineer shall supply to the contractor, from time to time during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works, and the contractor shall carry out and be bound by the same. The contractor shall give adequate notice in writing, to the University Engineer of any such further drawing and instructions that the contractor may require for execution of works or otherwise under the contract. |

GENERAL OBLIGATIONS

CLAUSE-6

Contract Agreement

The contractor shall, when called upon so to do by the University Engineer enter into and execute a contract agreement in the form annexed.

CLAUSE-7

Performance Security

The contractor shall (a) within 15 days of the receipt by him of the notification of the acceptance of his tender furnish to the University Engineer in bank draft, Cashier's Cheque or payment order or Bank Guarantee from any scheduled bank of Pakistan, the amount to make up the full performance security where required and specified in the tender, and/or (b) permit University at the time of making any payment to him for work done under the contract deduct such sum as specified in item (h) of memorandum and moneys or deductions so paid or made shall be held as additional security deposit. All compensation or the sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of sufficient part of his performance security, and in the event of his performance security reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or other securities as aforesaid any sum or sums which may have been deducted from, or raised by sale of performance security or any part of thereof. If the amount of the performance security is not furnished within the period specified at (a) above, the tender already accepted shall be considered as cancelled and the tender security will be confiscated by the University Engineer. The performance security deposit lodged by a contract (in cash or/other form or retained in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is accepted, or along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

CLAUSE-8

(i)
Programme work to be furnished if required by University Engineer.

The contractor shall if so required by the University Engineer submit in writing to the University Engineer within the period specified by him for his approval a programme showing the order of procedure and the method in which he proposes to carry out the works. The time and progress chart shall be prepared indirect relation to the time period stated in item (g) of the memorandum hereto annexed for the completion of individual items thereof and the works as a whole. It shall indicate the forecast of the date for commencement and completion of various trade processes or section of the works, and shall be amended as may be required by agreement between the University Engineer and the contractor within the limitation of time imposed in the contract documents.

(ii)

The contractor shall also, whenever required by the University Engineer, furnish for his information full particulars in writing of the organization

and staff by which he proposes to direct and administer his performance of the contract and also such further information concerning the contractor's arrangements for the carrying out the work and of the constructional plants or temporary works which the contractor intends to supply, use or construct, as the case may be.

(iii) The submission to and approval by the University Engineer of such Programme, or the furnishing of such particulars or information shall not relieve the contractor of any of his duties or responsibilities under the Contract.

(iv) In the event of the non-submission of the Programme or revised/amended programme of work by the contractor for approval by the University Engineer within the period specified by the University Engineer, the contractor shall be liable to pay as compensation an amount, equal to ¼% per day or such smaller amount as the University Engineer, (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to maximum of 2% of contract amount.

Action when Programme not submitted in time

CLAUSE-9

Setting out

The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the University Engineer in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignments of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions, or alignment or any part of the works, the contractor on being required so to do by the University Engineer, shall at his own expense, rectify such error to the satisfaction of the University Engineer, unless such error is based on incorrect data, supplied in writing by the University Engineer, in which case the expenses of rectifying the same shall be borne by the University. The checking of any setting out or of any line or levels by the University Engineer shall not in any way relieve the contractor of his responsibility for the correctness thereof, and contractor shall carefully protect and preserve all points, marks, lines, levels, bench marks, site- rails, pegs, slope stakes, batten-boards, stakes or location, and other things used in setting out the works.

CLAUSE-10

Work to be executed in accordance with the specifications drawings orders etc.

The contractor shall execute the whole and every part of the works in the most substantial and workman-like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the design(s) and/or drawings and instructions in writing relating to the work signed by the University Engineer and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on

the site of the work for the purpose of inspection during office hours. The contractor shall, if so required; be entitled at his own expenses to make or cause to be made copies of specifications, and of all such designs, drawings and instructions as aforesaid.

CLAUSE-11

Action where no Specifications are provided.

In the case of any class of work for which there is no such specification as mentioned is para-2 of the general directions for the guidance of the tenderer annexed hereto, such work shall be carried out in accordance with the prescribed standard specifications, and in the event of there being no such specifications, in accordance with the specification attached with the tender, if however, there is no standard specification or specifications attached with the tender, the work shall be carried out, in all respects in accordance with the instructions and requirements of the University Engineer.

CLAUSE-12

Works to be under direction of Engineer-in-charge

All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects, of the University Engineer who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

CLAUSE-13

Lighting at night work

(i) In the event of night work being carried on, the contractor shall provide and maintain such good and sufficient lights as will enable the work to proceed with satisfactorily and without danger. Similarly, the approach to the site and works where the night work is being carried out shall be efficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the University Engineer.

Watching and lighting

(ii) The contractor shall in connection with the works provide and maintain at his own cost all lights, warning lights, caution boards, attendants, guard fencing and watch men, when and where necessary or required by the University Engineer, for the protection of the work or for the safety and convenience of the public or others.

CLAUSE-14

Arrangements to safeguard danger to unfinished work

The contractor is expected to make himself acquainted with the weather conditions, etc., and make his arrangement in such a manner that unfinished work is not in danger from storms, floods, etc. A claim by the contractor for a loss caused by any such eventuality will not be entertained by the University.

CLAUSE-15

Contractor liable to pay Damages arising from non-provision of lights, fencing, etc.

The contractor shall supply at his own cost all materials (except such material, if any as may in accordance with the contract be supplied from the departmental store) constructional plants, tools, appliances, implements, ladders, cordage, tackles, scaffoldings and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications or other

documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the University Engineer as any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in measurement or examination at any time, and from time to time of the work or materials. Failing his so doing the same may be provided by the University Engineer at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any person for injuries sustained by him owing to neglect in taking the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

CLAUSE-16

Notice to be given before the work is covered up

The contractor shall give not less than five days' notice in writing to the University Engineer or his subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the University Engineer or his subordinate in charge of the work. If any work is covered up or placed beyond the reach of measurement, without such notice having been given and consent obtained, the same shall be uncovered at the contractor's expenses, and no payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE-17

(1)
Contractor's employees

The contractor shall provide and employ on the site for the purpose of and in connection with the execution and maintenance of the work under the contractor:

(a) Only such engineer and technical assistance as are skilled and experienced in their respective callings, and such sub-agents, foremen and leading hands as are competent to give proper supervision of the work, they are required to supervise, and

(b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of works under the contract.

- (2) Removal of Contractor's employees
- (a) The University Engineer shall have full powers at all times to object to the employment and to require the contractor to remove forthwith from the site, the agent, workman, foreman or any other person employed by the contractor or any sub-contractor, who in the opinion of the University Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the University Engineer to be undesirable, and the contractor shall comply with the request forthwith.
- (b) No such agent, workman, foreman or other employees after his removal from the work by request of the University Engineer shall be re-employed or reinstated by the contractor for the purposes of and in connection with the contract at any time, except with the prior approval in writing of the University Engineer.

CLAUSE-18

Whole time qualified technical personnel for supervision of work

- (a) The contractor shall employ for each contract, whole time qualified technical personnel to the satisfaction of the University Engineer for the supervision of the work at the scale given below:

On contracts valuing:

- | | |
|-------------------------------|---|
| (i) Upto Rs.7.5 million | One diploma engineer |
| (ii) Exceeding Rs.7.5 million | One senior graduate engineer
One Junior graduate engineer. |

- (b) If the contractor fails to employ the qualified technical personnel to the above scale, the University Engineer shall, after giving the contractor 15 days' notice to this effect, have the option to employ to make up the deficiency in the number of such persons at the risk and cost of the contractor.

CLAUSE-19

Opportunities for other contractors

The contractor shall in accordance with the requirements of the University Engineer afford all reasonable opportunities for carrying out the work by any other contractor(s)/specialist contractor(s) executing a part of the original work or ancillary to the work, employee/workmen of such contractor(s) of those of the University, who may be employed in execution of, or near the site of work not included in the contract. If, however, the contractor provides any material services/assistance or facilities to any such contractor or to the University on the written request of the University Engineer, he shall be paid a reasonable sum as determined by the University Engineer or paid according to provision in bid schedule if already made therein.

CLAUSE-20

(1) Damage to persons and property

The contractor shall indemnify and keep indemnified the University against all losses and claims for injuries or damage caused to any person or any property whatever, (other than surface or other damage to land or crops being on the site suffered by tenants or occupants) which may arise out of or in consequence

of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for, or in respect of or to indemnify the University against any compensation or damages for or with respect to:

- (a) The permanent use of occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.
- (b) The right of the University to construct the works or any part thereof on, over, under, in or through any land.
- (c) Interference whether temporary or permanent with any right of light, air, way or water or other assessment of quasieasement which is the unavoidable result of the construction of the works in accordance with the contract.
- (d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the University, its agents, servants or other contractors (not being employed by the contract) or for or in respect of any claims, demands, proceedings, damages, costs charges, and expenses in respect thereof or in relation thereto. Provided further that for the purposes of this clause the expression "the site" shall be deemed to be limited to the Area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out the works.

(2)
Indemnity by the
University

The University will indemnify the Contractor for and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of the clause.

Note: The limit for the application of this clause is as under:

"Contracts exceeding Rs.5 million".

CLAUSE-21

Work to be open
to inspection.

Contractor or his
responsible
agent to be
present

All works under or in the course of execution or executed in pursuance of the contract, shall at all-time be open to inspection and supervision of the University Engineer or his subordinate, and the contractor shall at all times during the usual working hours and at all other times for which reasonable notice of the intention of the University Engineer, his senior or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have an agent, duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

CLAUSE-22

- (i) Giving of notices and payment of fees The contractor shall give all notices, and at his own cost pay all fees, required to be given or paid by any national or state statute, ordinance or other laws any regulation or by-laws of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works or any temporary works.
- (ii) Compliance with statutes, regulations etc. The contractor shall conform in all respects with the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or by-laws of any local or other duly constituted authority, which may be applicable to the works, or to any temporary works and with such rules and regulations of Public Bodies and companies as aforesaid and shall keep the University indemnified against all penalties and liabilities of every kind for breach of any such statutes, ordinance or law, regulation or by-laws.
- (iii) Payment of income tax and other taxes The contractor shall be responsible for the payment of all income tax, super tax and other Government or local taxes arising out of the contract, which shall not be reimbursed to him by the Government and the rates and prices stated in the bid schedule shall be deemed to cover all such taxes.

CLAUSE-23

Cost of bonds The cost of various bonds to be entered into and executed between the contractor and the University Engineer shall be in all respects, at the expense of the contractor.

CLAUSE-24

Change in the constitution of firm In the case of tender by partners, any change in the constitution of the firm, joint venture, company or corporation shall be forthwith notified by the contractor to the University Engineer for his information.

CLAUSE-25

Photographs and advertisements Photographs of the works shall be taken by permission of the University Engineer. Only signs or other advertisement approved by the University Engineer may be displayed at or near the works. Photographs of the works shall not be published without prior approval of the University Engineer which shall not be unreasonably withheld.

ASSIGNMENT AND SUB-LETTING

CLAUSE-26

Assignment The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the University Engineer.

CLAUSE-27

Subletting

The contractor shall not sublet the works or any part thereof except where otherwise provided by the contract, without the prior written consent of the University Engineer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen as if they were the acts, defaults or neglects of the contractor, his agent, servants or workmen. Provided always that the provision of labour as a piecework basis shall not be deemed to be a subletting under this clause.

MATERIAL AND WORKMANSHIP

CLAUSE-28

(1)

Quantity of materials and workmanship and tests

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the instructions of the University Engineer and shall be subjected from time to time to such tests as the University Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing, as may be selected and required by the University Engineer.

(2)

Cost of samples

All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the specifications or bill of quantities but if not then at the cost of the University.

(3)

Costs of Tests

The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bill
If any test is ordered by the University Engineer which in either:

(4)

Cost of tests etc. not provided for

- (a) Not so intended by or provided for; or
- (b) (in the cases above mentioned) is not so particularized; or
- (c) Through so intended or provided for is ordered by the University Engineer to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested.

Then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the instruction of the University Engineer but otherwise by the University.

CLAUSE-29

Constructional material,

Before any constructional material, fittings are brought to the site of work, the contractor shall submit to the University Engineer

fittings, etc. to conform to representative samples approved by the Engineer-in-charge.

representative samples of the material fittings, etc, he proposes to use. The samples after approval will be retained by the University Engineer in his custody and the contractor shall be responsible for ensuring that materials and fittings, etc., conforming to such samples are used throughout the contract, failing which the material, fittings, etc., will not be accepted and shall be removed forthwith from the site of work if so desired by the University Engineer.

CLAUSE-30

Stores to be supplied by University

If the specification, or the estimate of the work provides for the use of any special description of material and equipment to be supplied from the University Engineer's store or if it is required that the contractor shall use certain stores to be provided by the University Engineer (such materials, stores and equipment and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meanings or effect of this contract specified in the schedule of memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only; and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums due or to become due, to the contractor, under the contract or otherwise: or against or from the security deposit. All materials supplied to the contractor shall remain the absolute property of the University, and shall not, on any account be removed from the site of works without the written permission of the University Engineer, and shall at all times be open to inspection of the University Engineer. Any such material unused or in perfectly good condition at the time of the completion or termination of the contract shall be returned to the University Engineer's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage to any such materials.

CLAUSE-31

Action and compensation payable in cases of bad work

If it shall appear to the University Engineer or to his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract the contractor shall on demand in writing from the University Engineer specifying the work, materials or articles complained of notwithstanding that the same may have

been inadvertently passed, certified and paid for, forthwith rectify, remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide material as originally contracted or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the University Engineer in his demand aforesaid, then the University Engineer may rectify or remove and re-execute the work, remove and replace with others, the materials and articles complained of, as the case may be, by his own workman or by other contractor and recover from the contractor towards the cost thereof a sum equal to the sum actually incurred by the University Engineer (whose certificate as to the amount of the work shall be final and binding on the parties plus departmental charges on the amount so incurred equal to ten (10) percent or such smaller amount as the University Engineer (whose decision in writing shall be final) may decide, and deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due by University to the contractor. Measures of rectification will be decided by the University Engineer and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.

LABOUR

CLAUSE-32

Application of labour laws and rules

The contractor shall employ labour, provide all facilities and pay wages to his work people or employees in accordance with the labour laws or enactments relating thereto and rules framed there under, enforce from time to time.

CLAUSE-33

(1)
Contractor liable for payment of compensation to injured workman or in case of death to his relations

In every case in which by virtue of the provision of Section 12, sub section (1) of the workman's Compensation Act 1923 Government is obliged to pay compensation to a workman employed by the contractor in execution of the work University will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under section (12), sub section (2) of the said Act. University shall be at liberty to recover such amount or any part thereof, by deducting it from the security deposit or from any sum due by University to the contractor, whether under the contract or otherwise. University shall not be bound to contest any claim made against under section 12, sub section (1) of the said Act, except on the written request of the contractor and upon his giving to the University full security for all costs which University right become liable in consequence of contesting such claims.

(2)

CLAUSE-34

Use of donkeys and other animals (i) No contractor shall use donkeys or others animals with breaching of string or thin rope. The breaching must be at least 75mm wide and should be of tape (Nawar).

(ii) No animal suffering from sores, lameness or emaciation or which is immature shall be used on the work.

COMMENCEMENT, TIME AND DELAYS

CLAUSE-35

Commencement of work

The Contractor shall commence the work on site within the period name in the memorandum, after the receipt by him of an order in writing to this effect from the University Engineer and shall proceed with the same with due diligence and without delay, except as may be expressly sanctioned or ordered by the University Engineer or be wholly beyond the contractor's control.

CLAUSE-36

Time for completion

Subject to any requirements in the specification as to the completion of any portion of the works before completion of the whole, the whole of the works shall be completed within the time stated in the memorandum or such extended time as may be allowed under clause 37 hereof.

CLAUSE-37

Extension of time for completion

If by reasons of the amount of extra or additional work of any kind or variation of form, quality or quantity of the works or any part thereof ordered by the University Engineer, or on the ground of his having been unavoidable hindered in the execution of the work or on any other ground or other special circumstances of any kind whatsoever, or any cause beyond the reasonable control of the contractor, the work is delayed or impeded or the contractor prevented from whether by the University Engineer or otherwise howsoever, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention or hindrance occurs before or after the time or extended time fixed for completion the contractor shall apply in writing to the University Engineer within thirty days of the date of such circumstances, the full and detailed particulars of the claim on account of which he desires an extension as aforesaid. The University Engineer shall, if in his opinion (which shall be final) reasonable grounds shown therefore by the contractor are such as fairly to entitle the contractor to an extension of time for the completion of the work, authorize him from time to time in writing, either prospectively or retrospectively, such extension of time for the completion of the work or any part thereof, as may in his opinion be necessary or proper.

CLAUSE-38

No work at night or no Sundays/ Public

Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as here in after provided be

Holidays carried on during the night or on Sundays or public holidays without the permission of the University Engineer save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the University Engineer. Provided always that the provisions of this clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

CLAUSE-39

- Compensation for delay (a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The works shall throughout the stipulated period of the contract be proceeded with all due diligence in accordance with the programme of work, as approved by the University Engineer or any amended programme of work approved by the University Engineer from time to time (time and quality being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent of the amount of contract, subject to maximum of 10% or such smaller amount as the University Engineer (whose decision in writing shall be final) may decide, on the amount of the estimated cost stated in item (b) of the memorandum of work annexed hereto for every day.
- Rate of Progress (b) In order to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which time allowed for any work exceeds thirty days to complete each part of the work or its component, as per programme of work or any revision or amendment to it approved by the University Engineer. In the event of the contractor failing to comply with this condition, without sufficient reasons acceptable to the University Engineer, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the University Engineer (whose decision in writing shall be final) may decide on the estimated cost of the work as named in the item (b) of the memorandum hereto annexed for every day that the due quantity of work remains incomplete. Provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost stated in item (b) of the memorandum of work annexed hereto.

CERTIFICATE OF COMPLETION

CLAUSE-40

Certification of completion of work Without prejudice to the right of the University under any such clause(s) herein contained, as soon as in the opinion of the University Engineer, the works shall have been substantially completed and shall have satisfactory passed any final test that may be prescribed by the contract, the University Engineer will issue to

the contractor a certificate of completion in respect of the work, and the period of maintenance of work shall commence from the date of such certificate, provided that the University Engineer may give such a certificate with respect to any independent part of the works before the completion of the whole of the works, and when any such certificate is given in respect of such a part of the works, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of completion given in accordance with the foregoing provisions of any part of the works shall not be deemed to certify completion of any ground or surface requiring reinstatement, unless such certificate shall expressly so state. Provided further that no such certificate shall be given nor shall the works or any of its parts be considered to be complete until the contractor shall have removed from the premises on which the works or any such parts shall be executed, all scaffoldings, surplus materials of all kinds and rubbish, buildings and other construction materials of all kinds and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any buildings, or road works and road structures, water supply, sewerage, or drainage works, sanitary installations, gas and electric fittings, in, upon, or about which the works are to be executed, or which he may have had possession for the purpose of the execution thereof, nor until the works shall have been measured by the University Engineer whose measurements shall be binding and conclusive against the contractor.

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffoldings, surplus material of all kinds and rubbish as aforesaid and cleanings of dirt on or before the date fixed for the completion of the works, the University Engineer may at the expense of the contractor, remove such scaffoldings or surplus materials of all kinds and rubbish and dispose of the same as he thinks fit, and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffoldings or surplus materials of all kinds as aforesaid, except for any sum actually realized by sale thereof.

ALLTERATIONS, ADDITIONS AND OMISSION

CLAUSE-41

Alterations in specifications and drawings.

The University Engineer shall have power to make any alteration in, omission from, addition to, or substituted for, the original specification, drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works in accordance with any instructions which may be given to him in writing signed by the University Engineer,

Alterations omissions or substitution do not invalidate the contract

and such alterations, omission, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and the same rates as are specified in the tender (bid schedule for the main work). The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the University Engineer shall be conclusive as to such proportion.

Extension of time in consequence of alterations

And, if the altered, additional or substituted work includes any item of work for which no rate is specified in this contract, then such items of work shall be carried out at the item rates enforced at the time of receipt of tenders with reference to which the tender for the work was submitted by the contractor.

Rates of works not in schedule of rates, bid schedule or in the estimates

If such altered, additional or substituted item(s) of work is not entered in the bid schedule, then the contractor shall within seven days of the date of receipt of the orders to carry out the work inform the University Engineer of the rate which it is his intention to charge for such items of work, and if the University Engineer does not agree to this rate, or the approval to this rate (or the negotiated rate, if any), is not communicated to the contractor within a period of thirty (30) days reckoned from the date of receipt by the University Engineer of the proposed rate, the University Engineer shall by a notice in writing be at liberty to cancel his order to carry out such item of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractor shall commence work or incur an expenditure in regard thereto, before the rates shall have been determined as lastly hereinafter mentioned, he shall do so at his own risk and cost.

No deviation from specification stipulated in the contract or additional items of work shall be carried out by the contractor unless the rate of the substituted, altered or additional items have been approved in writing failing which University will not be bound to entertain any claim on this account. The interpretation of the University Engineer in the event of any dispute due to any ambiguity in the specification or nomenclature shall be binding and final.

CLAUSE-42

No compensation for alteration in or restriction of work to be carried out, if variation does

If at any time after the commencement of the work, the University Engineer shall for any reason whatsoever, not require the whole thereof as specified in the tender (bid schedule annexed hereto) to be carried out, or increase or decrease in the quantity of work included in the contract or omit any such work, or change the contract or quality or kind of any such work, or change the levels, lines, position and dimensions of any part of the works, or require the contractor to

not exceed 20% execute additional work of any kind necessary for the completion of the work, the University Engineer shall give notice in writing of this fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs, and instructions which shall involve any curtailment or increase of the work, as originally contemplated; nor shall the contractor be entitled to any adjustment in the unit rate/price or amount of the contract, if the aggregate effect of all such alterations, additions, omissions, or adjustments (other than those arising out by reasons of price variation under clause 55 hereof) on completion of the whole of the works, does not exceed 20 percent of the sum named in paragraph of 1 (one) of this tender.

Variation exceeding 20% If, on completion of the whole of the works, it shall be found that a reduction or increase greater than 20 percent of the sum named in paragraph 1 of the tender results from the aggregate effect of all increases, decreases omissions or adjustments (other than those arising out because of price variation under clause 55 hereof), as a result of the requirement of the University Engineer, the amount of the contract price shall be adjusted by such sum(s) as may be determined by the University Engineer and the contractor. In the event of disagreement, the University Engineer shall fix such sum as shall, in his opinion, be reasonable and proper, regard being had to all materials and relevant factors including the contractor's cost and overheads.

MAINTENANCE AND DEFECTS

CLAUSE-43

Period of maintenance (1) The period of maintenance mentioned in item (i) of the memorandum hereto annexed shall be calculated from the date of completion of the works certified by the University Engineer in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the University Engineer under the said clause, from the respective dates so certified, and in relation to the period of maintenance the expression the "work" shall be construed accordingly.

Execution of work of repair etc. (2) The works shall at or as soon as practicable after expiration of the period of maintenance be delivered to the University Engineer in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the University Engineer as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage other faults as may be required of the contractor in writing by the University Engineer during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by

or on behalf of the University Engineer prior to its expiration.

- (3) All such works shall be carried out by the contractor at his own expense, if the necessity thereof shall, in the opinion of the University Engineer, be due to use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the University Engineer such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for, as if it were an additional work.
- (4) If the contractor shall fail to do any such work as aforesaid, required by the University Engineer, the University Engineer shall be entitled to carry out such work by his own workmen or by other contractor(s) and if such work is a work which the contract should have carried out at the contractor's own cost, shall be entitled to recover from the contractor towards the cost thereof a sum equal to the actual expenditure so incurred by the University Engineer (whose certificate as to the amount of the work shall be final and binding on the parties) and may deduct the same from any moneys due or that may become due to the Contractor.

CLAUSE-44

Contractor liable to make good damages and for any imperfection noticed during period of maintenance

If the contractor or his work people, or servant shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, roadwork, road structure, water supply, sewerage and drainage works, sanitary fitting and electric installation, fences, enclosures, water pipes, cables, drains, electric or telephone posts or any works, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work, or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparent in it within the specified period of maintenance in item No. (i) of the memorandum hereto annexed after a certificate, final or otherwise of its completion shall have been given by the University Engineer as aforesaid, the contractor shall make the same good at his own expense, or in default, the University Engineer may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the University Engineer shall be final) from any sums that may then, or at any time thereafter may become due to the contractor, or from his security deposit.

ADVANCES TO CONTRACTORS

CLAUSE-45

Secured advance on materials brought to site

Should the contractor, whose contract is for finished work require an advance on the security of material of imperishable nature brought by him to the site, the University Engineer shall assess the value of such materials and the contractor may be paid an advance upto an amount not exceeding seventy-five percent (the decision of the University

Engineer as to this percentage shall be final) of the value of the materials assessed by the University Engineer. The materials shall remain the property of the University and the contractor shall not remove it from the site without the written permission of the University Engineer. The contractor shall be responsible for any loss to the materials due to the contractor postponing the execution of the work or to the shortage of or misuse of the materials and against the expenses entailed for their proper watch and safe custody.

The recovery of the amount of such advance shall be made from the contractor's bill for the work done, as the materials are used in the work. It is the sole discretion of the University Engineer to assess whether under the given circumstances secure advance shall be issued or not, and the decision taken shall be final and binding.

PAYMENTS

CLAUSE-46

Bills to be submitted on prescribed form

The contractor shall submit all bills on the form prescribed by the University Engineer to be had on application at the office of the University Engineer and the charges in the bills shall always be entered at the rates specified in the tender (bid schedule) or in the case of any extra work ordered in pursuance of the conditions and not mentioned or provided for the tender, at the rate hereinafter provided for such works.

CLAUSE-47

Bills to be submitted monthly

The contractor shall submit each month on or before the date fixed by the University Engineer a bill, on the basis of measurements carried out by the contractor through his own staff, for all works executed in the previous month, and the University Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from presentation of the bill subject to the condition laid down in item(s) of the memorandum of work. If the contractor does not submit the bill within the time fixed as aforesaid, the University Engineer may depute a subordinate to measure up the work in the presence of the contractor or otherwise and the Engineer-in-charge may prepare a bill from such measurements, which shall be binding on the contractor in all respects.

Clause 47-A:

Payment of items with imbalance rates:

If a contractor quotes such disproportionate rates in his tender which deviate from the rates provided in the technically sanctioned estimate, the payment of items whose rates are lower will be made at tendered rate(s) in full on the execution of items (s) but the payment of item whose rates are higher shall be made to the maximum of 4.5% above the rates depicted in technically sanctioned estimate (subject to approval of University Engineer), on the execution of such items, the balance payment shall be with-held by the University Engineer till the completion of the work of

items for which low rates have been quoted. The Engineer-in-charge may at his sole discretion can remove the allowable limit of 4.5% and pay the contractor as per the technically sanctioned rates for the higher item rates. The balance amount shall be paid at the completion of the project.

CLAUSE-48

Deduction of security deposit

At the time of making any payment to the contractor for the work done under this contract, the University Engineer shall retain from the amount so payable to the contractor, the amount of security deposit at the percentage rate specified in item (d) of the memorandum of work annexed hereto. The earnest money of the contractor on execution of the contract, will however, be adjusted towards the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

All compensations of other sums of money payable by the contractor to the University under the terms of this contract may be deducted from the amount of his security deposit of the contract or from any sums which may be due or may become due to the contractor by the University on any account whatsoever, and in the event of his security deposit being reduced by such deductions, the contractor shall, within ten days thereafter, make good in cash any sum or sums which may have been deducted from his security deposit, or may be made good through additional deductions from his bill or dues.

CLAUSE-49

Conversion of security deposit into profit bearing Securities

If the contractor so desires and makes a written request to the Engineer-in-charge to the effect that the amount of security deposit retained from the bills of the contractor may be converted into the recognized form of profit bearing security at the cost of the contractor, the amount of security deposit retained from bills of the contractor shall be deposited in any of the scheduled banks of Pakistan or with which the University is maintaining the accounts and pledged in the name of the Treasurer.

CLAUSE-50

Refund of security deposit.

(a) The amount retained as security deposits shall not be refunded to the contractor before the expiry of six (6) months in the case of original works valuing upto Rs.5 million and twelve (12) months or even more, as may be determined by the University Engineer with the prior approval of the Registrar, in the case of works valuing above Rs.5 million, after the issue of the certificate of completion of work under clause 40 hereof by the University Engineer provide that in case the contractor is required by the University Engineer to rectify any imperfection, damage, defects or other faults in work, etc. during the period of maintenance, the security deposit shall not be refunded till the contractor has fulfilled his obligations under clause 43 and 44 hereof to the satisfaction of the University Engineer.

(b) Should the contractor so apply in writing to the University Engineer

the amount of security deposit will be refunded to the contractor three (3) months after the issue of certificate of completion of work by the University Engineer under clause 40 subject to the production of bank guarantee from a schedule bank in Pakistan to the satisfaction of and in the form suitable to the University Engineer, for the same amount covering the balance of period of maintenance, to the effect that the contractor shall fulfill his obligations under clause 43 and 44 of the contract.

- (c) Subject to the conditions stipulated in sub-clause (a) of this clause, in the case of contracts for maintenance and repair works, the security deposits would be refunded to the contractor after the expiry of three (3) months of the issue of certificate of completion of work by the University Engineer.

CLAUSE-51

Payment on intermediate certificate to be regarded as advances

The contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the University Engineer, subject to the condition laid down in items(s) of the memorandum, whose certificate of such approval and passing of the sum so payable, shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payment by way of advance against the final payment only, and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim: nor shall it conclude, determine, or affect in any way the power of University Engineer, under these conditions or any of them as to the final settlement and adjustment of the account or otherwise, or in any other way vary or affect the contract.

CLAUSE-52

Final bill to be submitted within one month.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the works, otherwise the Engineer-in-charge's certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties.

CLAUSE-53

Procedure for payment to firms

The department may refuse or suspend payment on account of a work when executed by a firm, or by a contract described in their tender as a firm, unless receipts are signed by all the parties, or one of the partners or some other person producing power of attorney enabling him to give actual receipts on behalf of the firm.

CLAUSE-54

Sums payable by way of compensation to be considered

All sums payable by way of compensation under any of these conditions, shall be considered as reasonable compensation to be applied to the use of University, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

as reasonable compensation without reference to actual loss.

VARIATION IN PRICES OF SPECIFIED MATERIALS

CLAUSE-55

Not Applicable. No price adjustment is admissible for this contract.

CLAIMS OF CONTRACTOR

CLAUSE-56

Bills to be submitted monthly

The contractor shall deliver in the office of the University Engineer on a monthly basis or as specified by the University Engineer under the conditions of the project funding, during the continuance of the work covered by this contract a return in such form as the University Engineer may from time to time prescribe showing details of any rate, amount and work claimed as extra, and such return shall also contain the value of such work which the contractor may consider himself to be entitled upto the end of the previous month, which value shall be based upon the rates and prices mentioned in the contract (bid schedule) or the rate determined pursuant to clause 41 hereof. The contractor shall include in such monthly returns particulars of all claims of whatsoever kind and howsoever arising, which at the date thereof he has or may claim to have, against the University Engineer under or in respect of, or in any manner arising out of the execution of the works, and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claim not so included, whatsoever be the circumstances.

CLAUSE-57

Claims for payment of extra ordinary nature

No claim for payment of extra ordinary nature, such as claim of a bonus for extra labour employed in completion of the work before the expiry of the contractual period at the request of the University Engineer or claim for compensation where the work has been temporarily brought to a stand still through no fault of the contractor, shall be allowed, unless and to the extent that the same shall have been expressly sanctioned by the Punjab Government.

CLAUSE-58

Time limit for unforeseen Claims

Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted claim in writing to the University Engineer within one month of the cause of such claim occurring.

CLAUSE-59

Claim for compensation for delay in the execution of work.

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates inclusive for hard or rocky soil excavation, sub soil water or water standing in borrow pits, and no claim for extra rate shall be entertained, unless expressly verified by University Engineer and confirmed by Project Director.

REMEDIES AND POWERS

CLAUSE-60

Action where whole of security deposit is forfeited

In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of the security deposit or in the opinion of the University Engineer has abandoned the contract, or is not executing the works in accordance with the contract or is presently or flagrantly neglecting to carry out his obligations under the contract, or if the contractor employs any employee of the University in defiance to the provisions of clause 32 thereof, the University Engineer on behalf of the University, may, after giving fourteen days' notice in writing to the contractor, rescind the contract (of which rescission notice in writing to the contractor under the hand of the University Engineer shall be conclusive evidence and in which case the security deposit of the contractor, shall stand forfeited, and be absolutely at the disposal of University. And in case the contract shall be rescinded under the provisions aforesaid):

- i. The contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the works or the performance of the contract.
- ii. The contractor shall not be entitled to recover, or be paid any sum for any work actually performed under this contract, unless and until the University Engineer will have certified in writing. The performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified, after deducting there from the amount of aforesaid compensation and other charges duly ascertained and certified by the University Engineer to be payable by the contractor. But if such some payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the University Engineer, the amount of such excess shall be deemed a debt due by the contractor to the University and shall be recovered accordingly.

CLAUSE-61

Work at the risk and expense of the contractor

In every case in which the contract should be rescinded under clause 60 hereof and in the opinion of the University Engineer such work should be done at the risk and expense of the contractor without thereby avoiding the contract or relieving the contractor from any of his obligation or liabilities under the contract or affecting the rights and powers conferred on the University or the University Engineer by the contract, the Engineer- in-charge on behalf of the University, after giving fourteen days' notice in writing to the contractor, shall have powers to adopt any of the following courses, as may in the opinion of the University Engineer be desirable:

- a) to measure up the work of the contractor and to take such part

thereof, as shall be executed out of his hands and to give it to another contractor to complete, in which case any, expenses which may be incurred in excess of the sum which would have been paid to the original contractor, had the whole of the work been executed by him (of the amount of which excess, the certificate in writing of the University Engineer shall be final and conclusive) shall be borne and paid by the original contractor, and may be deducted from any money due to him by the University, under the contract or otherwise, or from his security deposit or given by the contractor.

b) to employ labour paid by the department and to supply materials or supply/arrange tools and plants to carry out the works or any part of the works, debiting the contractor with the cost of the labour and the price of the materials and cost of supply/arrangement, operation and maintenance of tools and plants of the amount of which cost and price, a certificate of the University Engineer shall be final and conclusive against the contractor, plus departmental charges on the amount so incurred equal to ten percent or such smaller amount as the University Engineer (whose decision in writing shall be final) may decide, and crediting him with the value of the work done, in all respects, in the same manner and at the same time and rates, as if it had been carried out by the contractor under the terms of his contract, the certificate of the University Engineer as to the value of the work done shall be final and conclusive against the contractor.

In the event of any of the above courses mentioned in this clause being adopted by the University Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of, be with a view to, the execution of the works or performance of the contract.

CLAUSE-62

Contractor remains liable to pay compensation if action is not taken under clauses

Powers to take possession or require removal of or sell contractor's plant, etc.

In any case in which any of the powers, conferred upon the Engineer-in-charge by clause 60 or by para (a) of clause 61 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which, by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the University Engineer putting in force either of the power vested in him under clause 60 or para (a) of the preceding clause, he may, if he so desires, take possession of all or any tools, constructional plants, materials and stores, in or upon the works, or the site thereof, or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the

same in account at the contract rates, or, in case of those not being applicable at current markets rates to be certified by the University Engineer whose certificate shall be final otherwise the University Engineer, may serve notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, construction plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the University Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of University Engineer as to the expenses of any such removal, and the amount of the proceeds and expenses of any such sale, shall be final and conclusive against the contractor.

CLAUSE-63

Contract may be rescinded and security deposit for subletting bribing, or if Contractor becomes insolvent

If the contractor shall, in defiance of the University Engineer's instructions to the contrary or without his written approval, assign or sublet his contract or attempts to do so; or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempts so to do; or if any bribe, gratuity, gift, loan prerequisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or his servants or agents to any way relating to his office, or employment; or if any such officer or person shall become in any way directly or indirectly interested in the contract; the University Engineer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of University and the same consequence shall ensue as if the contract had been rescinded under clause 60 hereof and in addition to the contractor shall not be entitled to receive or be paid for any work therefore actually performed under the contract.

CLAUSE-64

Deduction of amount due to University on any account whatsoever to be permissible from any sums payable to the contractor

Any excess payment made to the contractor inadvertently or otherwise, under this contract or on any account whatsoever, and any other sum found to be due to the University by the contractor in respect of this contract, or any other contract or work order, or on any account whatsoever, may be deducted from any sum whatsoever payable by University to the contractor, either in respect of this contract or any work order or contract, or on any other account by any other department of the University; or recovered from the contract or as arrears of land revenue.

SETTLEMENT OF DISPUTES

CLAUSE-65

Procedures in case of disagreement

In the event of any disagreement between the University Engineer and the contractor arising out of the contract, the matter shall first be referred to the Project Director for recommendation who shall, after making such inquiries, as he may deem fit, give his decision in writing not later than

three months after the reference is made to the Registrar. The period for decision of the case by the Registrar may, however, be extended by the Vice- Chancellor under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the Registrar and shall proceed with due diligence, whether arbitration is intended or not.

Contractor dis-satisfied with the decision of Registrar

If the contractor be dis-satisfied with the decision of the Registrar or if his decision is not forthcoming within the stipulated or extended period/periods and desires arbitration under the arbitration clause as hereinafter provided, he shall give notice in writing of such intention to the Registrar within a period of twenty eight days of the receipt of the Registrar decision or in case no decision is given, at the end of the period or periods within which the Registrar was to give his decision. The said notice shall contain the cause of action, material facts of the case and relief sought, failing which the decision of the Registrar shall become final, conclusive and binding, and the contractor shall be deemed to have forfeited or departed from the claim in excess of that allowed by Registrar. The subsequent inflation/increase in the amount of claim once referred in the said notice shall not be allowed nor shall any other claim in respect of the same work be entertained from the contractor at any later stage.

Increase in amount of claim once referred not allowed. Reference to arbitration

A reference to arbitration shall be made by the contractor in writing not later than three months after the completion of the work. Failure to make such a reference within this period shall be deemed to mean that the contractor has waived all claims in respect of all disputes.

Disputes for arbitration limited

- (a) Disputes which may be referred to arbitration shall be limited to:
- i. Any question, difference, or objection, whatsoever which shall arise in any way, connected with or arising out of the contract or/ and
 - ii. The meanings of the operation of any part of the contract; or/and
 - iii. The rights, duties and liabilities of either party to the contract; or/and
 - iv. Whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a result of such termination.

Provided that those matters for which provision has been made in the contract for final and binding, decision by the Registrar or the University Engineer shall be excluded from arbitration.

- (b) The venue of arbitration shall be in Lahore. The contractor will have to deposit 20% of the amount of claim upto Rs.0.20 million and 10% of claims, exceeding Rs.0.20 million along with the claim. This amount will be refunded after the Award has been made Rule of the Court. Otherwise, the amount deposited will be forfeited.

Arbitration

- (c) In the event of any dispute arising in accordance with the limitations provided in sub-clause (a) of this clause, the same shall be referred for decisions to sole arbitrator to be appointed by the Vice-Chancellor,

from among the officers of the department not below the rank of BPS-18, and other than the Project Director in-charge of the work. In case the claim referred is for an amount upto half a million rupees, the decision of the sole arbitrator in such cases shall be final and binding on the parties concerned.

- (d) In case the amount of the claim referred is over half a million rupees, the dispute shall be referred to the award of two arbitrators, to be appointed from the Project Director of the department or any other suitable officer, other than the Project Director in-charge of the work, one to be nominated by the Registrar of the University and the other by the contractor. In the case of the said two arbitrators not agreeing, the case shall be referred to the award of an umpire who shall be a professor of the University not below the rank of full professor to be appointed by the Vice-Chancellor. The decision of the two arbitrators/umpire, as the case may be shall be final and binding on the parties concerned. Where the matter involves claim for the payment of recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respects of the matter so referred.

Information Technology University Lahore, Punjab.

CONTRACT AGREEMENT

(SEE CLAUSE 6)

This agreement made this _____ day of month _____, year _____
between **Information Technology University Lahore, Punjab** as represented by the
Registrar/ The University Engineer on the one part and _____
_____ (hereafter called the “Contractor” on the other
part.

WHEREAS tenders have been received for the work
_____ at

Information

Technology University Lahore, Punjab. As well as possible new and ancillary works
associated therewith which have to be executed in accordance with the contract document,
and the tender by the contractor for the construction, completion and maintenance of such
works has been accepted by the University.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreement
hereinafter contained and to be performed by the parties hereto, the said parties hereby
covenant and agree as follows:

- i. In consideration of the covenants and agreements to be kept and performed by the contractor and for the faithful performance of the contract and the completion and maintenance of works embraced therein, according to the specifications, drawings and conditions herein contained and referred to the University shall pay and the contractor shall receive and accept as full compensation for everything furnished and done by the contractor under this agreement and the tender price stipulated in the contractor’s tender at the times and in the manner prescribed the contract.
- ii. The said work shall be started within the period specified in item No.(f) of the memorandum of work, following the, receipt of written order of the Registrar / Deputy Director Purchase to proceed with and the contractor shall complete fully the works within the stipulated period reckoned from the commencement of work, subject to such extensions of time (s) as may be granted under the conditions of contract except for maintenance which shall be completed within the period named in item (g) of the memorandum hereto annexed after issuance of the final certificate of completion.

- iii. The following documents shall be deemed to form and be read and construed as part of this agreement: -
 - a) The said tender and covering letter and subsequent undertaking, if any,
 - b) The drawings,
 - c) The conditions of contract and additional conditions, if any,
 - d) The specification;
 - e) The bid schedule;
 - f) Addendum No.1 to (Which have been incorporated in the tender)
 - g) Schedule of materials to be supplied from the departmental store;
 - h) The scale of rates and prices;
 - i) The letter of acceptance; and

- iv. All disputes of differences between the parties in connection with or arising out of this agreement shall be settled in accordance with the provisions of relevant clause of the conditions of contract.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and the year hereinbefore set forth.

Signed by _____
(Contractor)

Signed by _____
(Registrar)
For and on behalf of the UNIVERSITY

WITNESS

1. _____

2. _____

3. _____

BANK GUARANTEE

(See Clause 7)

Penal sum of bond _____
(express in words and figures) KNOW ALL MEN BY THESE PRESENTS THAT MR./ MESSERS _____
(Name of Contractor) Whose official address is _____ As

principal (s) (herein after referred to as principal) and or scheduled bank (s) of Pakistan (hereinafter appearing in the schedule of sureties, as sureties (hereinafter some time called the surety at the request of the principal are held and firmly bound to the **INFORMATION TECHNOLOGY UNIVERSITY LAHORE, PUNJAB** acting through the University Engineer his _____ successor or assignees) a body organized and existing under and by virtue of laws of the University in the penal sum of the amount stated above, lawful money for the payment of which sum well and truly made we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

PROVIDED THAT We, the sureties, bound ourselves in such sum jointly and severally, as well as, severally only for the purpose of allowing a joint action against any or all of us and for all other purposes, each surety bond itself, jointly and severally with the principal for the payments of such sum only as set forth opposite its name in the following schedule: -

SCHEDULE OF SURETIES

Name of bank, branch and address	limit of liability
_____	_____
_____	_____
_____	_____

The conditions of the above obligation is such that:

WHEREAS, the tender of the above bounden principal has been accepted and he has entered into a contract with the University Engineer

Division for the work (Name of work) on the day of _20 _____

AND WHEREAS, under the terms of the contract University has required the principal to furnish a performance guarantee to form a part of the contract.

NOW THEREFORE, it is agreed as follows: -

- 1) If the above bounden principal shall well truly and faithfully perform the contract and comply with and fulfill all the undertakings, terms and provisions thereof, and satisfy all the obligations of the said principal arising there under, and comply with all covenants therein contained and contained in the specifications, plan and other instruments constituting a part of the contract, required to be performed by the said principal, in the manner and within the time provided in the contract or any extension thereof that may be granted by the University with or without notice to the surety (s) and shall fully indemnify and the University, for all costs and damages which the University may suffer by reason of failure so to do, and shall fully reimburse and repay the said University Engineer.

Campus_____ all out lay and expenses which may incur in making good any such default and reasonable counsel fee incurred in the prosecution or defense of any action arising out of or in connection with any such default, and shall pay all persons who have contracts directly with the principal for labour and materials, if any, in connection with the work performed under the contract or otherwise been rescinded by the University under the provisions of clause 60 of general conditions of contract, then this obligation shall be null and void and of no effect, otherwise in full force and effect and virtue.

2) The said surety, for value received, hereby stipulate and agree that no change in or in respect of any matter or thing concerning the said contract on the part of the University or the University Engineer, extension in time, alteration in or addition to the terms of the contract between the University and the contractor to the extent and nature of the work be construed, completed and maintained there under, or the specifications accompanying the same shall in any way affect its obligations to this guarantee and it does hereby waive notice of any change, extension in time, alteration or addition to the terms of the contract, or to the specification.

3) The liability of the surety is irrevocable and shall in no case exceed the aggregate amount stated on the top of this guarantee which each surety binds itself and promise to pay the whole or any part of this amount on demand to the University Engineer_____ Campus _____ without question and without reference to the principal. Provided that the notice of demand shall be given by the aforesaid University Engineer, in writing to the surety.

IN WITNESS WHEREOF, the above named principal and the surety have executed this instrument under its seal on this _____ day of 20_____ the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives pursuant to the authority of its governing body.

Principal

(Contractor) Address: _____

Sureties: 1. Any scheduled bank of Pakistan

Seal

Signed, sealed and delivered by the said principal and sureties in the presence of:

Witnesses:

1. _____

Name: _____ Address: _____

2. _____ Name: _____ Address: _____

To

The Treasurer

Subject: RELEASE OF SECURITY FOR _____

It is submitted that the work being _____ Executed
under Agreement No. _____ has
been completed Satisfactorily and in accordance with the provisions of contract and
technically sanction estimate. The final measurements of the work has been recorded in the
measurement book No. _____ Page No. _____ to _____.

(University Engineer)

No & Date even

Copy if forwarded for information to the:-

- i. Registrar
- ii. Project Director
- iii. Assistant Engineer, Office of Engineering Works, ITU Lahore, with the
direction to submit the final bill of the contractor on the basis of
measurement as detailed in the body of the letter. _____
- iv. Admin Department (ITU) for the maintenance Period.

The release of security will be governed from the date of issue of this letter.

(University Engineer)
Information Technology University

(Appendix-D)

Government of the Punjab
Finance Department
Dated Lahore, the 7th December, 2007

NOTIFICATION

No.RO(Tech) FD 18-44/2006. in exercise of the powers conferred upon him under Article 119 of the Constitution of the Islamic Republic of Pakistan, 1973, the Governor of the Punjab is pleased to direct that in the Punjab Departmental Financial Rules (Financial Hand Book No. 3), the following further amendments shall be made:

AMENDMENTS

In the said rules: -

- a) In rules 7.36 for sub-rule (b), the following shall be substituted: -

“Where tendered amount as mentioned in the letter of acceptance exceeds rupees ten million, the competent authority may, on the request of the contractor, sanction a mobilization advance upto fifteen percent of the said tendered amount in the manner and subject to the following conditions:-

 - i. initially, a sum equal to ten percent of the tendered amount and thereafter a further sum equal to five percent of the tendered amount may be sanctioned on the furnishing of a certificate by the University Engineer of the work to the effect that mobilization by the contractor is complete in all respect necessary for the due commencement of work;
 - ii. the contractor shall furnish a guarantee in the shape of Form DFR (P.W) 28-A in favour of the University from any bank declared to be a Scheduled Bank by the State Bank of Pakistan;
 - iii. the authority accepting the tender shall verify the bank guarantee;
 - iv. no interest shall be charged on a mobilization advance;
 - v. the recovery of mobilization advance shall commence after lapse of 20% contract period or after the execution of the 20% of the work (financial terms) whichever is earlier. The rate of recovery shall be 25% of the value of work done in each interim pay certificate (running bill); and
 - vi. in case of contractor fails to execute the work in accordance with the terms of the contract, the security offered in respect of the mobilization advance shall be forfeited to the creditor of the Government”; and
- b) for the form “D.F.R (P.W) 28-A”, the following shall be substituted: -

FORM D.F.R. (PW) 28-A

(REFERRED TO IN RULE

7.36) **FORM OF**

GUARANTEE

WHEREAS a contract for work has been awarded by the Information Technology University Lahore, Punjab acting through the _____ Information Technology University Lahore, Punjab (hereinafter called the University) to M/s. _____ (hereinafter called the contractor.)

AND WHEREAS under the terms of the said contact the University has agreed to advance a sum of Rs. _____ to the contractor for execution of the said work. The said amount shall be recovered after lapse of 20% contract period or after the execution of the 20% of the work (financial terms), whichever is earlier. The rate of recovery shall be 25% of the value of work done in each interim pay certificate (running bill):

AND WHEREAS the University has required the contractor to furnish a bank guarantee from any scheduled bank for securing the payment of the sum advanced thereon: -

It is agreed as follows: -

(1) I, _____ acting on behalf of _____ (hereinafter called the guarantor) hold and firmly bind to the University in the sum of Rs. (Rupees)- _____ payable on the same sum given as mobilization advance to the contractor.

(2) The guarantor hereby undertakes to pay the said amount payable to the University on demand in case the contractor makes a default in the payment of said amount under the terms & conditions of the contract.

(3) The guarantee shall be irrevocable and shall remain in force till the sum advanced payable thereon has been repaid in fully by the contractor.

(4) The liability of the guarantor shall in no case exceed the aggregate amount of Rs. _____ (Rupees) _____ payable thereon for the payment of which the guarantor hereby undertakes to bind itself and promises to pay the whole or any portion of this amount to the University without making a reference to the contractor.

IN WITNESS whereof we the said guarantor have set out hands to this deed of guarantee this _____ day of _____ 20____.

GUARANTOR (SCHEDULED BANK)

TECHNICAL PROPOSAL SUBMISSION FORM (Part of Technical Bid)

Date:

Bid Reference No:

(Name of Contract/Works)

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended upto date supersedes this bidding document, in case of any contradiction, and the same are also binding upon us;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:_____.
- (c) Our Bid (Technical and Financial) consisting of the all the requirements fulfilled in accordance of the bidding document shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Bid which comprises all documents enclosed herewith in accordance with the Bid data sheet.

Name _____ In the
capacity of _____ Signed

Duly authorized to sign the Bid for and on behalf of _____ Date

Address _____

TECHNICAL EVALUATION CRITERIA

The Bidder who have duly complied with the Eligibility/Qualification and Technical Evaluation Criteria will be eligible/responsive for further processing.

The Bids, which do not conform, to the technical Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of Goods/Items / Services will be rejected.

The Technically Responsive/ Qualified Bidder will be considered for further process.

The Proposal(s) shall be evaluated by the technical evaluation committee of ITU in the light of following evaluation criteria:

Category	Description	Requirement
Legal & Technical (Mandatory)	Valid Income Tax (NTN), General Sales Tax (GST) & Punjab Sales Tax (PST) Registration with Active/Operative status	Mandatory Required
	Valid Professional Tax Certificate.	
	Bid Security as per the Clause-4 of this Bidding Document.	
	Valid Registration with Pakistan Engineering Council (PEC) under category C-5 or above.	
	Must have completed at least three (3) similar nature projects of construction works within last five (5) years (verifiable through Completion Certificates).	
	Affidavit on non-judicial Stamp Paper of Rs. 100/-:	
	i) the Bidder (Name of the Firm) is not blacklisted by the Procuring Agency or PPRA and the Firm has no litigation history. ii) the Bidder (Name of the Firm) has no Litigation History and no litigation pending in any Court. iii) the Bidder (Name of the Firm) certify that the documents/photocopies provided by the firm with its Bid are authentic . (In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.) iv) the Bidder (Name of the Firm) comply with the “ Schedule of Requirements/Bid Schedule ”, and All terms & conditions , requirements listed anywhere in this Biding Document have been satisfactorily vetted. v) the Bidder (Name of the Firm) shall Certify to the effect that the rates quoted are not abnormal and are justifiable in comparison of prevailing Market/MRS rates. vi) the Bidder (Name of the Firm) comply that the Bid is valid for one hundred and twenty (120) days after opening of the Bid. vii) the Bidder (Name of the Firm) certifies that if awarded the contract, the procuring agency may deduct all the relevant taxes and duties , from its invoice, as applicable .	

Note:

- As outlined in the Standard Bidding Documents under clause 2.5 “Opening and Evaluation of E-Bids”, the bidder must ensure that its bids are complete in all aspects, including mandatory documentation (Legal, Technical, Experience and Financial), as incomplete submissions will not be considered.
- During the evaluation process, clarifications based on already submitted documentation will be sought to complete the evaluation. New documentation that changes the substance of the bid will not be accepted.
- Bidders are strongly encouraged to review their bids carefully and ensure completeness before submission. Failure to do so may result in disqualification.
- Verifiable documentary proof for all above mandatory requirements will be pre-requisite for the evaluation of bids of the bidder(s) and responsive/non-responsive will be **awarded on the basis of these verifiable proofs**.

Financial Proposal Submission Form

Date:

Bid Reference No:

(Name of Contract/Works)

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended upto date supersedes this bidding document, in case of any contradiction, and the same are also binding upon us;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
_____.
- (c) The total price of our Bid, excluding any discounts offered in item(s) below is:_____.
- (d) The discounts offered and the methodology for their application are:_____.
- (e) Our Bid consisting of the all the requirements fulfilled in accordance of the bidding document shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 days beyond validity of Bid itself.
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Bid which comprises all documents enclosed herewith in accordance with the Bid data sheet.

Name _____ In the
capacity of _____ Signed

Duly authorized to sign the Bid for and on behalf of _____ Date __ Address _____

BID SCHEDULE / PRICE SCHEDULE

CONSTRUCTION OF METERING & PROTECTION PANEL ROOM					
Sr.#	DESCRIPTION	Unit	QTY.	Unit Rate (PKR)	Total Rate (PKR)
1.	Excavation in foundation for buildings bridges and other structure, i/c dag-belling dressing refilling around structure with excavated earth, watering and ramming lead upto one chain and lift upto 5ft in ordinary soil.	Cft	3578		
2.	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth				
	Ratio 1: 4: 8	Cft	335		
3.	Pacca Brick Work in F&P in cement sand ratio (1:6)	Cft	1405		
4.	Providing and laying damp proof course of cement concrete 1:2: 4 (using cement, sand and shingle). With 500 Guage polythene & one coat Bitumen 1½" thick (40 mm)	Sft	80		
5.	Providing and laying vertical damp proof course with cement sand plaster and bitumen coating with one coat of bitumen and one coat of polythene sheet Ratio (1:3) ¾ " thick	Sft	535		
6.	Supplying and filling sand under floor; or plugging in wells. Compaction of earthwork with power road roller, including ploughing, mixing, moistening earth to optimum moisture and content in layers, etc. complete:95% to 100% maximum modified AASHTO dry density.	Cft	3632		
7.	Pacca brick work (1:6) cement mortor in Ground Floor.	Cft	1010		
8.	Providing and laying reinforced cement concrete (including prestressed concrete), using coarse sand and screened graded and washed aggregate, in required shape and design, including forms, moulds, shuttering, lifting, compacting, curing, rendering and finishing exposed surface, complete (but excluding the cost of steel reinforcement, its fabrication and placing in position, etc.) strength 3000 PSI.Reinforced cement concrete in roof slab, beams columns, lintels etc and other structural members not requiring form work (i.e. horizontal shuttering) complete in all respects Type C (nominal mix 1: 2: 4)	Cft	389		
9.	Fabrication of mild steel reinforcement for cement concrete, including cutting, bending, laying in position, making joints and fastenings, including cost of binding wire and labour charges for binding of steel reinforcement (also includes removal of rust from bars) deformed bars 60 grade.	Kg	1945		
10.	Pacca brick work (1:6) cement mortor in F.F.	Cft	129		
11.	Cement plaster 3/8" (10 mm) thick 1:3 cement sand mortar under soffit of R.C.C. roof slabs only, upto 20' height.	Sft	568		
12.	Cement plaster 1:4 upto 20' (6.00 mm) height ½" (13 mm) thick.	Sft	2760		
13.	Supplying and filling sand under floor; or plugging in wells. Compaction of earthwork with power road roller,	Cft	551		

	including ploughing, mixing, moistening earth to optimum moisture and content in layers, etc. complete:95% to 100% maximum modified AASHTO dry density.				
14.	Providing, laying, watering and ramming brick ballast 1½" to 2"(40 mm to 50 mm) gauge mixed with 25% sand, for floor foundation, complete in all respects.	Cft	261		
15.	P/L 1-1/2" thick mosaic flooring consisting of ½" mosaic topping of one part of cement and marble powder in the ratio (3:1) and two part of marble chips laid over 1" thick floor of 1:2:4 cement concrete i/c rubbing and polishing complete with finishing (using grey cement).	Sft	468		
16.	Providing and laying topping of cement concrete 1:2:4, including surface finishing and dividing in panels: 2" thick	Sft	690		
17.	Providing and fixing marble strip of any shade for dividing the mosaic flooring into panels Size 1½" x 3/8" (40 x 10 mm).	Rft	165		
18.	Providing and fixing 2" wide MS/GI Chowkat singel/ double rebate made of 16 SWG MS sheet pressed/ welded / supported with M.S. flat 11/4"x1/8" i/c 6" long M.S. Flat 1"x1/8" hold fasts (6-Nos) welded/ screwed, punching of lock hole covered with MS Box, coating with anti rust paint including filling with cement sandmortar (1:8) and embedding hold fast in cement concrete (1:2:4), complete in all respect as approved and directed by Engineer Incharge.				
	10.5" wide 2-1/4" thick.	Sft	71		
19.	P/F Iron door comprising of specified leaves made of 1-1/4"x1 1/4"x3/16" MS angle iron for leaf frame, diagonal and horizontal braces duly welded with MS. sheet 18-SWG i/c the cost of sliding bolt, tower bolt and painting 3-coats but excluding the cost of Chowkat complete in all respect as approved and directed by the Engineer incharge.				
	Double leaf	Sft	64		
20.	Preparing surface and painting with emulsion paint three coat on new surface.	Sft	1708		
21.	Providing and applying weather shield paint of approved quality on external surface of building including preparation of surface, application of primer complete in all respect: Two coats on new surface	Sft	1400		
22.	Making top khurra on roof with cement concrete 2'x2'x1/2' .	Nos	2		
23.	Single layer of tiles 9"x4½"x1½" (225x113x40 mm) laid over 4"(100 mm) earth and 1" (25 mm) mud plaster without Bhoosa, grouted with cement sand 1:3 on top of RCC roof slab, provided with 34 lbs. per %Sft. or 1.72 Kg/Sq.m bitumen coating sand blinded.with polythene sheet 300 guage.	Sft	468		
24.	S/E of PVC pipe for wiring recessed in wall i/c inspection boxes pull box cutting jharies and repair surface.				
ii)	1" dia	P.Rft	350		
25.	S/E of single core PVC insulated copper conductor cable250/440 volts.				
i)	3/0.029"	P.Rft	600		
ii)	7/0.029"	P.Rft	600		
iii)	7/0.044"	P.Rft	300		

26.	S/E of 3/8" dia M.S fan bar hook placed at the time casting of roof slab with M.S sheet box 7"x4" size i/c bakelite sheet.	Each	2		
27.	S/E of Gange plate with PVC box recessed type Bush made (Hilife)of approved quality and colour complete in all respect as approved by the Engineer Incharge.				
ii)	4 gang	Each	2		
28.	S/E of 3-pin 10/15 ampere power plug combined with switch Bush made (Hilfe) of approved quality recessed type i/c cost PVC box as approved by the Engineer Incharge.	Each	4		
29.	S/E of tube light box type single rod (Pak light) 40-watts with one choke, one starter, frame flexible wire i/c connection from ceiling rose complete in all respect as approved by the Engineer Incharge.	Each	4		
30.	S/E of ceiling rose bakelite.	Each	2		
31.	Providing and fixing Pakistan Energy Label NEECA approved Copper winded Ceiling Fan (56") i/c the cost of necessary cable and hardware for connection as approved and directed by Engineer Incharge.	Each	2		
32.	Supply and erection of exhaust fan 12" sweep plastic body (Pak. Royal) i/c making connection from ceiling rose complete in all respect as approved by the Engineer Incharge..	Each	2		
33.	Suppling, Installation and commissioning of MCB (Miniature Circuit Breaker) of specified rating made of LEGRAND FRANCE/ GE U.S.A /SCHNEIDER GERMANY/ SIEMEN GERMAN/TERASAKI JAPAN/ ABB SWITZERLAND or approved equivalent manufacturer inprelaid DB sand Panels i/c the cost of screws, necessary wire complete in all respect as approved and directed by the Engineer Incharge. SP 6-40 Amp with Box.	Each	5		
34.	Suppling, Installation and commissioning of MCCB (Miniature Circuit Breaker) of specified rating made of LEGRAND FRANCE/ GE U.S.A /SCHNEIDER GERMANY /SIEMEN GERMAN/TERASAKI JAPAN/ ABB SWITZERLAND or approved equivalent manufacturer inprelaid DB sand Panels i/c the cost of screws, necessary wire complete in all respect as approved and directed by the Engineer Incharge. TP 15-63 Amp with Box.	Each	1		
35.	Providing, laying, cutting, jointing, testing and disinfecting PVC/ uPVC pipe line with working pressure pipe, in trenches, including specials (PS-3051=BS-3505), complete in all 'respects: Class B 4" Dia	Rft	21		
Total Amount (Incl. of all applicable taxes) PKR					X

- i. **X** will determine the total bid cost against the complete works as mentioned above.
- ii. Prices may be quoted for complete works (services/labor & material) as prescribed above.
- iii. Prices must be included with all applicable Taxes/duties, Freight/Transportation, Labor cost, Preparation of Site, Contingencies and any other cost not mentioned here.
- iv. No cost escalation/variation is admissible in this contract. Any non BOQ Item will be paid as per

the prevailing Market/ MRS rates.

- v. The University reserves the right to cancel the tender or to issue the Purchase Order with decreased / increased quantity.

Total Cost (in words) Rs. _____.

Date _____

Signature of authorized person
Name:
(Company Seal)

In the capacity of Dully authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the bid.

FINANCIAL PROPOSAL EVALUATION CRITERIA

Technically qualified/responsive Bidder(s) shall be intimated for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the participating Bidders at the scheduled date and time through EPADS. The technically Responsive/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal opening.

Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The bids Prices will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes given by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal

In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

In evaluation of the price of articles/goods/services, which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution/evaluation period will be dealt with mutual consent.

The Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be technically responsive and has been determined to be the overall lowest evaluated bid.