Tender Documents

For Purchase of ICT/IT Equipments

UOH-HEC Development Project SDPTI@UOH/P-ADV#2/2020

The
University of Haripur
Restoring Hope; Building Community

TENDER DOCUMENT FOR PURCHASE & INSTALLATION OF IT EQUIPMENTS

Bids [Technical] shall be opened on July 6, 2020 at 11:30 A.M wheras financial bid will be opened on July 13, 2020 in the Committee Room of Vice Chancellor Secretariat, The University of Haripur, Off-Hattar Road, Haripur

Name of Firm/Contractor/Company (Block Letter) _____

_____

Address (Block Letter): _____

_____

_____

Telephone No:

Fax No:

E-mail:

Signature &Seal

Stationary Charges of Rs. 2000/-(Non-Refundable) vide Demand Drat/Pay Order No:_____date_____

Earnest Money of Rs._____(Refundable) vide CDR Order No:_____ Date_____

Date of Bid Submission:

INVITATION TO BID

Subject: **Tender Notice UOH-HEC Development Project SDPTI@UOH/P-ADV#2/2020**

The University of Haripur (UOH) invites sealed bids/quotations/proposals **for the Purchase & Installation IT Equipments** from reputed firms/companies (Local/Non Local, Registered with FBR, having active tax payer status) for its **PSDP funded project titled "Development and Strengthening of Physical and Technological Infrastructure at the University of Haripur".** The subject tender shall be processed in accordance with Public Procurement Rules-2004 [36-b (i-ix)] of PPRA.

TERMS & CONDITIONS:

1. The detailed specifications along with terms & conditions have been set forth in Tender Document, which is available in the **Project Office, Directorate of Planning & Development** The University of Haripur. The subject document shall be obtained on payment of Rs.2, 000/- Non-Refundable (as Stationery Charges) in the form of Bank Draft/Pay order in favor of **Treasurer-UOH**.
2. The tender documents are also uploaded on the UOH website (www.uoh.edu.pk). In case of document download from website, pay order/demand draft of Rs.2, 000/ should be prepared and submitted in favor of Treasurer-UOH. Stationary charges will be attached with technical bid. ***No bid shall be accepted*** without Stationery Charges.
3. The Bid Security @ 2% **(refundable)** of total bid price shall be submitted in the form of **Call Deposit Receipt (CDR)** in favor of Treasurer-UOH. Bid security ***shall*** be attached with financial bid.
4. The bidding documents completed in all respect should reach **Project Office, Directorate of Planning & Development** latest by **July 6, 2020** at **11:00 am**. Technical Bids will be opened on same date at 11:30 am in the Committee Room of Vice Chancellor-Secretariat whereas Financial Bids will be opened on July 13, 2020 **at 11:30 am**, /after completion of Technical Evaluation.
5. Bid must be submitted through Courier/Postal Service. **No Bid will be received by hand and receipt after due date & time.** The University reserves the right to accept or reject any or all bids. Errors and omissions, if any, shall be subject to rectification by the University.

Project Coordinator, UOH-HEC Development Project
The University of Haripur, Off Hattar Road, Haripur-KP
Office Ph # 0995-615226 **Cell #** 0333-5765466
E-mail: zaheer.hasrat@uoh.edu.pk

TENDER FOR IT EQUIPMENTS

Tender No	UOH-HEC Development Project SDPTI@UOH/P-ADV#2/2020
Bidding Procedure	Open Competitive Bidding (Single Stage Two Envelop) as per Public Procurement Rules-2004 [36-b (i-ix)] of PPRA
Stationery Charges	Rs.2, 000/- in form of DD/Pay Order in Favor of Treasurer, The University of Haripur. In case of Tender Document is downloaded from University of Haripur website (www.uoh.edu.pk) it should be submitted along with Pay Order/Demand Draft of Rs. 2,000/-. (To be attached with technical proposal). **No bid will be accepted without tender document fee.**
Earnest Money	Earnest money at a rate of 2% (refundable) of total bid price shall be submitted from the account of firm/bidder/contractors who submits the bid. (Will be attached with Financial bid) in the form of Call Deposit Receipt in favor of Treasurer, The University of Haripur).
Submission	Bids shall be submitted (technical & financial) latest by July 6, 2020 at 11:00 A.M in Project Office, Directorate of P&D through currier/postal service.
Opening	Technical Bids shall be opened on July 6, 2020 at 11:30 A.M whereas Financial on July 13, 2020 in the Committee Room of Vice Chancellor Secretariat.

Note: Tender notice is also available on the University of Haripur website (www.uoh.edu.pk) as well as on PPRA's website (www.ppra.org.pk).

BASIC ELIGIBILITY CRITERIA

Bidders/Firms/Company must fulfill the following basic eligibility criteria without which their bids shall not processed.

Table No.1 Basic Eligibility Criteria

S.No	Description	Remarks
1	Valid Company/Firm Registration Certificate (under the laws of Pakistan)	Mandatory
2	Valid Income Tax Registration (NTN)	Mandatory
3	Valid General Sales Tax Registration (having FBR active status on the date of proposal submission)	Mandatory
4	Submission of undertaking on legal valid and attested stamp paper mentioning 1. The firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. 2. The firm/company has not provided the equipment less than the quoted price in any other Govt/Public Sector Organization. In full compliance of the execution schedule and delivery period mentioned in tender documents.	Mandatory
5	Project completion timeframe (maximum of 05 weeks following issuance of work order)	Mandatory
6.	Similar Projects of last 3 Years and Current in hand	Mandatory
7.	Account Statement of Past 03 Years	Mandatory
8	Timeline for delivery ((maximum 05 weeks after issuance of Purchase Order) Minimum will be preferred)	Mandatory
9	Submission of bid security at a rate of 2% in the shape of CDR in the name of Treasurer, The University of Haripur	Mandatory
10	Cost of quoted prices in PKR inclusive of all kinds of applicable taxes, duties and delivery charges.	Mandatory

Note: Documents regarding “Basic Eligibility Criteria” should be enclosed with the Bids. Bids of only eligible firms shall be considered for further consideration. Incomplete documents shall not be entertained.

Table No.2 Bid Technical Evaluation Criteria

EVALUATION CRITERIA (Total Marks = 60)					
SECTION-A (Total Marks = 33)					
Parameter	**Sub-Parameter**	**Supporting Documents**	**Marks**		**Remarks**
			Total	**Obtained**	
Compliance to Specifications	90-100% compliance with End User's specifications	Certificate from the Original Manufacturer mentioning about the Specifications & Valid Authorization Certificate	21-30		
	80-89% compliance with End User's specifications subject to Main Function is NOT Affected		11 to 20		
	Below 80% compliance		1 to 10		
Special Feature (s)	Special Feature (s) NOT mentioned by the End User's, provided by the firm which enhances the feature and function (s) of the product (s)	Documentary evidence of the special feature (s)	0 to 3		
		Sub Total (A)	**33**		
SECTION-B (Total Mars = 15)					
Product Quality/Service Quality International Quality/Local Quality	Global performance Certificates from ISO or any other international certification agency (Valid & relevant Registration Certificate)	Worldwide Satisfactory Performance Certificates OR Globally Recognized Certification Bodies (Other than Pakistan).	0-10		Performance Certificates mentioning **"Satisfactory"** will get **ZERO marks**
	Performance of the respective supplied equipment in Public Sector Institution and/or Autonomous Institution within Pakistan	Performance Certificate from the user mentioning **"Excellent/very good Performance"** of the respective equipment. The Certificate should NOT be older than 05 years.	0-5		
		Sub Total (B)	**15**		
SECTION-C					
FIRM/COMPANY EVALUATION (Total Marks = 12)					
Operating capabilities	Testing, Commissioning & Calibration of equipment		0-5		
	Warranty Period/After sale services		0-5		
	Post warranty maintenances services including provision of spare parts		0-2		Warranty period of 1 years is Mandatory
		Sub Total (C)	**12**		
		Sub Total (A+B+C)	**60**		

Overall Bid Scoring Method

1. Technical Bids: 60 Points
    - Weightage Technical: 60 Points
2. Financial Bids: 40 Points
    - Weightage Financial Bid: 40 Points

Total Points (100) = Technical (60) + Financial (40)

Securing highest points (Technical + Financial) will be considered as lowest bid.

SECTION-1 GENERAL INSTRUCTIONS TO BIDDERS (GITB)

Bidders should read these conditions carefully and comply strictly while sending their tenders. If the bidder finds any discrepancy, error, or omission in the tender documents he may intimate it to the **Convener, Procurement Committee for Purchase of ICT Equipments-UOH** in writing two days before the closing date for Tender.

The **Procurement Committee for ICT Equipments** reserves the right to accept or reject any or all quotations/tenders/bids without giving any reason. The decision of the **Procurement Committee for Purchase of ICT Equipments** will be final and shall not be challenged in in any court of law.

1. Introduction

1.1. **Name and Address of Procuring Agency (PA):** The University of Haripur, Office of the Project Coordinator, Directorate of Planning & Development (P&D), Off Hattar Road, District Haripur-Khyber Pakhtunkhwa

1.2. **Eligible Bidders:** General sales tax registered. National tax number registered. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan.

1.3. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. Content of Bidding Document:

2.1. The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the bidding documents include:

a. General Instructions to Bidders (GITB)

b. Bid Data Sheet (BDS)

c. Schedule of Requirements

d. Technical Specifications

e. Bid Forms and Price Schedules

f. Contract Form

2.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

3. Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify the PA in writing at its address. The PA will response in writing to any request for clarification of the bidding documents which it receives no later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the PA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents directly from the PA.

4. Preparation of Bids and Bidding Procedure

4.1. Language of Bid: The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid exchange by the Bidder and the PA shall be written in English language.

4.2. Documents Comprising the Bid: The bid prepared by the Bidder shall comprise the following components:

a. Mandatory documents given in the eligibility criteria without which bid shall not be processed

b. Technical Bid Form with stationary charges in the form demand draft or pay order **sealed in separate envelop marked as technical proposal**

c. Financial Bid Form including specifications of all items and a Price Schedule as well as bid security in the form of CDR **sealed in separate envelop and marked as financial proposal**.

d. **Bidding Procedure:** Single Stage Two Envelop Bidding Procedure shall be followed.

5. General Instructions to Bidders (GITB)

5.1. All bids should reach the PA within due date and time as specified in the advertisement through registered post.

5.2. The submission of bids by hand is not acceptable. Bidders are bound to submit complete form issued by The University of Haripur with stamp and signature on each page.

5.3. Tenders must be enclosed in a properly sealed envelope. Both technical and financial proposals shall sealed in separate envelops and properly marked. Any cutting/ correction in bid will make the bid/quotation/offer invalid.

5.4. Only manufacturers / distributors / bona fide dealers of the goods shall offer bid. They shall, therefore, furnish necessary declaration for the same

5.5. Tenders forms shall be filled in ink or typed. No tender filled through pencil shall be considered.

5.6. Rates shall be written both in words and figures. There should not be errors and / or over-writings. Corrections if any should be made clearly and initiated with dates.

5.7. In case of quoting alternate prices, separate tender documents shall be purchased.

5.8. The bidder shall mention validity of offer, terms of payment, guarantee/warranty period and schedule of delivery.

5.9. The evaluation will be based on the comparison of specification/model/ makes and expiry. University of Haripur reserves the right to choose the specification/ models/ makes at its own discretion.

5.10. Bidder, interested in bidding for one or more items separately, is allowed to do so. However, University of Haripur reserves the right to award tender for accepting the bid for each item or bid of the whole items and can also change the quantity or specification of the purchases

5.11. Supply order/ contract will be issued subject to the availability of funds as well as subject to Transfer from Funding agency.

5.12. The contractor shall notify forth in written form to The University of Haripur with any change in the constitution of the firm, etc. and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

5.13. The University of Haripur reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/ supplier.

5.14. The contractor, in respect of the contract, shall accept no new partner/ partners in the firm unless he / they agree to abide by all its terms, conditions and deposits with the University of Haripur a written agreement to this affect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them.

5.15. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

5.16. The tender shall remove the rejected articles within 15 days of intimation of rejection,

after which University of Haripur shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as it thinks fit, at the tenderers risk and on his account.

6. BID Price and Validity

6.1. The Bidder shall indicate price of his offer, list of items with specifications, standard accessories, make and origin, the unit price and total bid prices of the goods in Pak Rupees (PKR).

6.2. Prices of the optional accessories should be quoted separately. Rates quoted should be F.O.R and C & F, (Pak Rupees) University of Haripur, Haripur.

6.3. All kind of taxes levied by the government shall be paid by the bidder and must be included in the quoted prices. University of Haripur is exempted from the whole of customs duties under to the Ministry of finance, economic affairs statistics and revenue rules.

6.4. In case of items supplied from local stock, sales Tax and Income Tax will be deducted at source from the supplier's bill as per government rules. GST will be refunded subject to the provision of Sale Tax invoice.

6.5. The Bid will remain valid and open for acceptance for a period of 120 days from the specified date of opening or closing of financial year on the case may be.

7. Earnest Money or Bid Security

7.1. The bid must be accompanied with a call deposit receipt (CDR) of 2% of the total quoted prices with their offer in favor of "Treasurer-The University of Haripur" (refundable).

7.2. The earnest money shall be denominated in Pakistani rupees and shall be in the form of call deposit receipt issued by Pakistani bank or branch of a foreign bank, operating in Pakistan,

7.3. 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 PA

7.4. The successful Bidder's bid security will be discharged upon the Bidder's successful supply of Goods duly acceptable to the PA

7.5. The earnest money may be forfeited in the following cases:

7.5.1. When bidder withdraws or modifies the offer, after opening of tender but before acceptance of tender

7.5.2. When bidder does not execute the agreement if any, prescribed within the specified time.

8. Format and Signing of BIDS

8.1. The Bidder shall prepare an original and the number of copies of the bid indicated in clearly marking each "ORIGNAL BID" and "COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.

8.2. The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder or the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

8.3. Any interlineations, erasures, or overwriting shall not be valid even if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/stamped by authorized person.

9. Submission of Bids

9.1. Sealing and Marking of Bids:

The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGNAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The outer envelope should be clearly marked with Tender No and Tender title given on the title of this Document.

9.1.1. The inner and outer envelopes shall:

(a) Be addressed to the PA at the address given in advertisement; and

(b) Bear the name indicated in the advertisement, the invitation for Bids title and number indicated, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified.

9.1.2. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

9.1.3. If the outer envelope is not sealed and marked as required the PA will assume no responsibility for the bid's misplacement or premature opening.

9.2. Deadline for Submission of Bids

9.2.1. Bids must be received by the PA at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet

9.2.2. The PA may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the PA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended

9.2.3. **Late Submission:** Any bid received by the PA after the deadline for submission of bids prescribed by the PA will be rejected and returned unopened to the Bidder.

10. Opening, Clarification and Evaluation of Bids

10.1. Opening of Bids by PA

10.1.1. The PA will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance

10.1.2. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the PA, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

10.1.3. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidder.

10.2. **Clarification of Bids:** During evaluation of the bids, the PA may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted

10.3. Preliminary Examination:

10.3.1. The PA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and

whether the bids are generally in order.

10.3.2. Arithmetical errors will be rectified on the following basis.

10.3.2.1. 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.

10.3.2.2. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

10.3.2.3. If there is a discrepancy between words and figures, the amount in words will prevail.

10.3.3. The PA may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

10.3.4. Prior to the detailed evaluation, the PA will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservation to critical provisions, such as those concerning Bid Security and Taxes and Duties will be deemed to be a material deviation. The PA's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

10.4. Evaluation and Comparison of Bids

10.4.1. The PA will evaluate and compare the bids which have been determined to be substantially responsive.

10.4.2. The PA's evaluation of a bid, further elaborated under Bid Data Sheet, will be on delivered duty paid (DDP) price inclusive of prevailing duties, taxes and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

10.4.3. 60% weightage will be given to technical evaluation while 40% weightage to financial evaluation.

10.5. Contacting PA

10.5.1. No Bidder shall contact the PA on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the PA, it should do so in writing.

10.5.2. Any effort by a Bidder to influence the PA in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid

10.5.3. Counseling or canvassing staff or elected representatives by any Bidder will become liable to disqualification.

11. Conforming Tender

11.1. A conforming tender is defined as follows:

11.1.1. It is submitted on time.

11.1.2. It is lodged at the nominated place.

11.1.3. All required forms are completed.

11.1.4. Documents are properly signed.

11.1.5. It complies with the tender conditions.

11.1.6. There are no commercial and contractual qualifications to the tender.

11.1.7. A non-conforming tender is one, which does not satisfy the above requirements and it may be rejected.

12. Award of Contract

12.1. Qualification

12.1.1. In the absence of prequalification, the PA will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

12.1.2. The determination will take into account the Bidder's compliance with the qualification criteria defined in the bidding document.

12.1.3. The PA will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily

12.2. PA's Right to Increase or Decrease Quantities at the time of Award

12.2.1. The PA reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

12.3. PA's Right to Accept any Bid and to Reject any or All Bids

12.3.1. The PA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The PA will inform the affected Bidder or bidders of the grounds for the PA's action, if so requested by, the PA shall not be required to justify the grounds.

12.4. Notification of Award

12.4.1. Prior to the expiration of the period of bid validity and subject to GITB the PA will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

12.4.2. The notification of award under GITB will constitute the formation of the Contract.

12.4.3. The PA shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.

12.5. Signing of Contract

12.5.1. At the same time as the PA notifies the successful Bidder that its bid has been accepted, the PA will send the Bidder the Contract form provided in the bidding documents, incorporation all agreements between the parties.

12.5.2. Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the PA.

12.6. Performance Security

12.6.1. The successful bidder shall furnish to the PA a Performance Security in the form of Bank Guarantee @ 5% of the total quoted bid price within a period of twenty eight (28) days following the receipt of Letter of Acceptance.

12.6.2. Failures of the successful bidder to comply with the requirements of Sub-Clause 11.6.1. or Clause 11.6 shall constitute sufficient grounds for the

annulment of the award and forfeiture of the Bid Security

13. Mode of Payment

13.1. Payment shall be made in the form of cross cheque following inspection of IT equipment's supplied in accordance with the stated specifications.

13.2. No advance payment will be made. Payments will be made subject to the clearance of account and audit cells.

14. Disqualification of Tender

14.1. The bidder shall observe all relevant statutory and legal requirements when complete the tender. Any Tender engaged in corrupt or fraudulent practices shall be disqualified from tendering.

14.2. **Corrupt or Fraudulent Practices**

14.2.1. The PA observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of its policy, the PA: (a) defines, for the purposes of this provision, the terms set forth below as follows:

14.2.2. "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; 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, non-competitive levels and to deprive the procuring agencies 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

14.2.3. The PA will;

14.2.3.1. Reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

14.2.3.2. Declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a PPRA financed contract.

14.2.3.3. Declare a firm ineligible if the firm is blacklisted by any government and non-government organization. And a certificate to this effect by bidder must be attached with the bid.

15. Delay in Assignment

In case of extension in the delivery period, the recovery shall be made on the basis of following percentages of value of goods stores / work completion which the bidder has failed to supply / complete the work.

13.1. Conditions with Percentage

a. Delay up to one fourth period of the prescribed delivery period. **2.5 %**

b. Delay exceeding one fourth but not exceeding half of the prescribed period. **5.0 %**

c. Delay exceeding half but not exceeding three fourth of the prescribed period. **7.5 %**

d. Delay exceeding three fourth of the prescribed period. **10.0 %**

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the general instructions to Bidders (GITB): Section I. Whenever there is a conflict, the provisions herein shall prevail over those in GITB.

A-The Bidding Document		
GITB-4.1	Language of the Bid	English
B-Preparation of Bid		
Basic Eligibility Criteria	The price quoted shall be:	In Pak Rupees (PKR) inclusive of all applicable taxes & transportation charges
	The price shall be:	Fixed and must include the Income and General Sales Taxes (GST) and other taxes and duties, where applicable as per law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties.
	Qualification requirement	1. The bidder must comply with the specifications of items provided in the tender document. 2. The bidder must have minimum three years' experience in manufacturing or supplying of similar items as requisitioned in the bid. 3. Documentary evidence to this effect must be provided with the bid, which includes copy of contract / purchase order, etc. 4. The bidder must submit National Tax No., Sales Tax. No. Certificates, as well as Certificate of Incorporation / registration of the firm. 5. The bidder must submit with the bid documents the delivery plan, particularly the completion time for subject procurement. 6. Bid must be submitted in accordance with Evaluation Criteria as mentioned in Schedule of Requirements. 7. Bid will be evaluated in accordance with Evaluation Criteria as mentioned in Schedule of Requirements. 8. The bidder shall submit proper documentary evidence for financial soundness of the firm. 9. The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices and should not be black listed by any Government/Non-government Organization. An affidavit duly attested by notary public shall be attached with the bidding document in this regard
GITB-7.1	Amount and Form of Bid Security	1. 2% of the total quoted bid price in the form of CDR 2. The tenders found deficient of the amount as bid security compared to total bid price will not be considered. 3. The Bid security should be in the form of CDR in Favor Treasurer-The University of Haripur 4. No personal cheques will be acceptable at any cost. 5. The previous bid security if any will not be considered or carried forward.

GITB-12.6	Performance Security	5% of the total quoted bid price in the form of Bank Guarantee and will be released after completion of warranty period
GITB-6.5	Bid validity period.	Bid should remain valid for 120 days from the closing date.
GITB-9.1	Number of copies	One original and One additional Copy.
C-Submission		
GITB-1.1	Address for Bid Submission	The University of Haripur, Office of the Project Coordinator, Directorate of Planning & Development (P&D), Off Hattar Road, District Haripur-Khyber Pakhtunkhwa, Phone No: 0995-615226
GITB-9.2	Deadline for Bid Submission	July 6, 2020
D-Opening of Bid		
Tender Invitation	Bid Opening	Technical Bids will be opened on same date at 1130 hours in the Committee Room of Vice Chancellor-Secretariat, whereas Financial Bids will be opened on July 13, 2020 **at 1130 hours** after completion of Technical Evaluation.

3.1. Schedule of Requirements

3.2. Technical Specifications

3.3. Standards Forms

3.1. Schedule of Requirements

A-Technical Evaluation

1. Evaluation Purpose

1.1. All bids will be evaluated for technical soundness

2. Eligible Criteria

2.1. Eligibility evaluations are given on the Table 1 & 2.

2.2. All bids will be evaluated as per the given Evaluation Sheets.

2.3. All the information shall be strictly submitted in accordance with the above formats / forms. Technical Evaluation of Company/Firms will be done on the basis of information/data given on these forms/formats. Company brochures, etc. could be forwarded as supplementary but will not be entertained in lieu of the prescribed formats and no data will be extracted from such pre-printed documents

2.4. It is mandatory to acquire minimum 70% Marks in technical evaluation for bid financial consideration. Low evaluated marked companies will be disqualified.

2.5. All certificates should be filled in properly.

3.2. Technical Specification

Sr.No	Equipment Name	Equipment Specifications	Quantity (Nos)
1	Laptop Computers	1. 9th Generation Intel Core i5 or higher 2. Ram 4 GB or higher 3. Hard Disk 1TB or higher 4. Display 15.6'' 5. Graphics memory Intel® UHD Graphics 620 with shared graphics memory 6. Graphics processor Intel 7. Backlight LED 8. Screen size 15.6" HD Touchscreen Display 9. Preinstalled Windows 10 Pro 64-Bit 10. Numeric keyboard 10-key numeric keypad, standard full-size spill-resistant keyboard 11. Bluetooth Yes 12. LAN Yes 13. Wireless/ Wi-Fi Yes 14. USB Yes 15. HDMI 1 x HDMI 1.4b 16. Camera Yes 17. Power cable and all other associated accessories **Warranty:** 1 Years Local Warranty	08
2	Desktop Computer (Complete)	1. 7th Generation Intel Core i5 Desktop Computer (Complete) 2. Processor: 3.0 GHz 6MB CACHE 3. RAM size: 4GB DDR4 4. Hard drive: 1TB	120

Sr.No	Equipment Name	Equipment Specifications	Quantity (Nos)
		5. Optical drive: DVD/RW 6. Graphics memory: Intel UHD Graphics 630 7. 18.5 inches LED Monitor of the same brand 8. Preinstalled Windows 10 Pro 64-Bit 9. Keyboard: Yes (Wire) 10. Mouse: Yes (Wire) 11. Power cables and other associated cables **Warranty:** 1 Years Local Warranty	
3	Multimedia Projector	1. **Brightness:** 3,600 ANSI Lumens or higher 2. **Resolution:** SVGA (800 x 600) Maximum WUXGA (1,920 x 1,200) 3. **Aspect Ratio.** 4:3 Native, 16.9 (supported) 4. **Contrast Ratio**. 20,000:1 5. **Throw ratio:** 1.94 ~ 2.16 (51"@2m) 6. **Lamp life:** 10,000 Hours or higher **Warranty:** 1 Years Local Warranty	60
4	**Multimedia Screens**	1. **Size:** 6x8 feet motorized	24
5	**Printer Laser Heavy Duty**	1. **Print Speed:** Up to 38ppm 2. **RAM:** 256 MB 3. **Duty Cycle Monthly:** 80,000 Pages black 4. **Connectivity:** USB, Ethernet 5. Duplex: Yes **Warranty:** 1 Years Local Warranty	04
6	**Laser Desktop Printer**	1. Print Technology Laser 2. **Print Speed:** Up to 18ppm 3. **Duty Cycle Monthly:** 5000 Pages 4. **Connectivity:** USB 5. **Duplex:** No **Warranty:** 1 Years Local Warranty	19
7	**Color Laser Printer**	1. **Print Speed:** Up to 21ppm 2. **Print Memory (MB)** 128MB **(Flash),128MB(DDR)** 3. **Duty Cycle Monthly:** 40000 Pages 4. **Print Resolution (Pixel):** 600x600 dpi 5. **Connectivity:** Ethernet, Wireless **Warranty:** 1 Years Local Warranty	2
8	**Photo Copier Machine.**	1. **Copy Speed :25CPM(A4)** 2. **Warm up time :14 seconds** 3. **First Copy :3.6 seconds** 4. **Resolution : Scanning 600dpix 600dpi** 5. **Memory : 2GB** 6. **Printing :**1200dpix1200dpi : (with smoothing) 7. **Available original size:** Maximum A3 8. **Scanning Speed : 73IPM(A4)** 9. **Hard Disk Drive :** 320 GB Built in secure hard disk : Self-encrypted 10. **Multiple Copying : 1 to 999 copies** 11. **Paper capacity :** 550 x550 of two draws +Stack by Pass100 (1200sheets Standard) 12. **Reproduction Ratio:** Zoom: 25 to 400% in 1% increments /Decrements**.** 13. **Duplex Unit:** Built in	03

Sr.No	Equipment Name	Equipment Specifications	Quantity (Nos)
		14. **Electronic Sorting :** Built in 15. **Toner Life:** 40,000 pages A4 Size high: volume and high toner yield 16. **Printer/ Color Scanner** : Built in 17. **Touch Screen :**10.1-inch WSVGA (10x480) Resistive Touch Screen **Warranty**: 01 year free service along with replacement of defective parts	
9	**Scanner A4 Color**	ADF - Color - Up to 600 dpi ADF - Up to 1200 dpi Flatbed – ADF Speed Up to 20ppm/40ipm – Duty Cycle Daily: 1500 Pages - ADF 50 Sheets, No Network **Warranty:** 1 Years Local Warranty	5

3.4. Standard Forms

3.3.1. Bid Form/ Cover Letter

3.3.2. Technical Proposal Form

3.3.3. Financial Proposal Form (Price Schedule)

3.3.4. Contract Form

3.3.5. Form of Integrity Pact

3.3.6. Form of Tender Security

3.3.7. Form of Performance Security

3.3.8. Form of Contract Agreement

3.3.9. Undertaking

3.3.1. Bid Form/ Cover Letter

Date: _____

No: _____

To
The Project Coordinator
UOH-HEC Development Project, Directorate of P&D
The University of Haripur

Subject: **Submission of Tender Documents in Response to Your Advertisement.**

Dear Sir,

1. Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods in conformity with the said bidding documents.
2. We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Bid is accepted, we hereby agree that our Bid Security as being provided herewith this "Bid Form", will remain with the PA according to Clause GITB-7.1 of Instructions to Bidders.
4. We also agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening under Clause GITB-6.5 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.
5. Until formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20_____

_____ _____

[Signature] [In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

3.3.2. Technical Proposal Form

Name of Firm _____

Authorized Person Name and Signature _____

Sr.No	Category	Product Specifications	Brand Name	Model No./Make
1	**Laptop Computers**			
2	**Desktop Computer (Complete)**			
3	**Multimedia Projector**			
4	**Multimedia Screens**			
5	**Printer Laser Heavy Duty**			
6	**Laser Desktop Printer**			
7	**Color Laser Printer**			
8	**Photo Copier Machine.**			
9	**Scanner A4 Color**			

3.3.3. Financial Proposal Price Schedule (Inclusive of all applicable taxes/duties)

Sr.No	Equipment Name	Equipment Specifications	Brand Name and Model	Unit Price (PKR)	Total Price (PKR)
1	Laptop Computers	1. 9th Generation Intel Core i5 or higher 2. Ram 4 GB or higher 3. Hard Disk 1TB or higher 4. Display 15.6'' 5. Graphics memory Intel® UHD Graphics 620 with shared graphics memory 6. Graphics processor Intel 7. Backlight LED 8. Screen size 15.6" HD Touchscreen Display 9. Preinstalled Windows 10 Pro 64-Bit 10. Numeric keyboard 10-key numeric keypad, standard full-size spill-resistant keyboard 11. Bluetooth Yes 12. LAN Yes 13. Wireless/ Wi-Fi Yes 14. USB Yes 15. HDMI 1 x HDMI 1.4b 16. Camera Yes 17. Power cable and all other associated accessories **Warranty:** 1 Years Local Warranty			
2	Desktop Computer (Complete)	1. 7th Generation Intel Core i5 Desktop Computer (Complete) 2. Processor: 3.0 GHz 6MB CACHE 3. RAM size: 4GB DDR4 4. Hard drive: 1TB 5. Optical drive: DVD/RW 6. Graphics memory: Intel UHD Graphics 630 7. 18.5 inches LED Monitor of the same brand 8. Preinstalled Windows 10 Pro 64-Bit 9. Keyboard: Yes (Wire) 10. Mouse: Yes (Wire) 11. Power cables and other associated cables **Warranty:** 1 Years Local Warranty			
3	Multimedia Projector	1. **Brightness:** 3,600 ANSI Lumens or higher 2. **Resolution:** SVGA (800 x 600) Maximum WUXGA (1,920 x 1,200) 3. **Aspect Ratio.** 4:3 Native, 16.9 (supported) 4. **Contrast Ratio**. 20,000:1 5. **Throw ratio:** 1.94 ~ 2.16 (51"@2m)			

		6. **Lamp life:** 10,000 Hours or higher **Warranty:** 1 Years Local Warranty			
4	**Multimedia Screens**	**Size:** 6x8 feet motorized			
5	**Printer Laser Heavy Duty**	1. **Print Speed:** Up to 38ppm 2. **RAM:** 256 MB 3. **Duty Cycle Monthly:** 80,000 Pages black 4. **Connectivity:** USB, Ethernet 5. Duplex: Yes **Warranty:** 1 Years Local Warranty			
6	**Laser Desktop Printer**	1. Print Technology Laser 2. **Print Speed:** Up to 18ppm 3. **Duty Cycle Monthly:** 5000 Pages 4. **Connectivity:** USB 5. **Duplex:** No **Warranty:** 1 Years Local Warranty			
7	**Color Laser Printer**	1. **Print Speed:** Up to 21ppm 2. **Print Memory (MB)** 128MB **(Flash),128MB(DDR)** 3. **Duty Cycle Monthly:** 40000 Pages 4. **Print Resolution (Pixel):** 600x600 dpi 5. **Connectivity:** Ethernet, Wireless **Warranty:** 1 Years Local Warranty			
8	**Photo Copier Machine.**	1. **Copy Speed :25CPM(A4)** 2. **Warm up time :14 seconds** 3. **First Copy :3.6 seconds** 4. **Resolution : Scanning 600dpix 600dpi** 5. **Memory : 2GB** 6. **Printing :**1200dpix1200dpi : (with smoothing) 7. **Available original size:** Maximum A3 8. **Scanning Speed : 73IPM(A4)** 9. **Hard Disk Drive :** 320 GB Built in secure hard disk : Self-encrypted 10. **Multiple Copying : 1 to 999 copies** 11. **Paper capacity :** 550 x550 of two draws +Stack by Pass100 (1200sheets Standard) 12. **Reproduction Ratio:** Zoom: 25 to 400% in 1% increments /Decrements**.**			

		13. **Duplex Unit:** Built in 14. **Electronic Sorting :** Built in 15. **Toner Life:** 40,000 pages A4 Size high: volume and high toner yield 16. **Printer/ Color Scanner** : Built in 17. **Touch Screen :**10.1-inch WSVGA (10x480) Resistive Touch Screen **Warranty**: 01 year free service along with replacement of defective parts			
9	**Scanner A4 Color**	ADF - Color - Up to 600 dpi ADF - Up to 1200 dpi Flatbed – ADF Speed Up to 20ppm/40ipm – Duty Cycle Daily: 1500 Pages - ADF 50 Sheets, No Network **Warranty:** 1 Years Local Warranty			

Name of Authorized Person: _____

Signature of Authorized Person: _____

Date: _____

Official Stamp/Seal:

3.3.4. Contract Form

THIS AGREEMENT made the _____ day of _____ 2020 between The University of Haripur (hereinafter called “the Procuring Agency (PA)”) of the one part and [name of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the PA invited bids for certain Goods and has accepted a bid by the Supplier for the supply of those Goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”.)

NOW THIS AGREEMENT WITNESSE 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 constructed 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;
    f. The PA’s Notification of Award.
3. In consideration of the payments to be made by the PA to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PA to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The PA hereby covenants to pay the Supplier in consideration of the provision of the goods the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

Signed, sealed, delivered by _____ the for the PA)

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

3.3.5. FORM OF INTEGRITY PACT

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 The University of Haripur (UOH) or any administrative subdivision or agency thereof or any other entity owned or controlled by UOH 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 UOH, 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 UOH 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 UOH under any law, contract or other instrument, be voidable at the option of UOH.

Notwithstanding any rights and remedies exercised by UOH in this regard, [name of Supplier] agrees to indemnify UOH for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to UOH in an amount equivalent to ten time 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 UOH.

Name of PA_____	**Name of Seller**_____
Signature:_____	**Signature**:_____
[Seal]	**[Seal]:**

3.3.6. FORM OF TENDER SECURITY

(Bank Guarantee)

Guarantee No._____
Executed on _____

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address:	
Name of Principal (Tenderer) with address	
Penal Sum of Security (express in words and figures):	
Tender Reference No	Date of Tender

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Tender and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Employer") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Tender numbered dated as above for _____(Particulars of Tender) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Tender that the Principal furnish a Tender Security in the above said sum to the Employer, conditioned as under:

(1) That the Tender Security shall remain valid for a period of 28 days beyond the period of validity of the tender;
(2) That in the event of;
   a. The Principal withdraws his Tender during the period of validity of Tender, or
   b. The Principal does not accept the correction of his Tender Price, pursuant to Instructions to Tenderers, or
   c. Failure of the successful tenderer to
      g. Furnish the required Performance Security, in accordance with the Instructions to Tenderers, or
      ii. Sign the proposed Contract Agreement, in accordance with Instructions to Tenderers, then the entire sum be paid immediately to the said Employer for delayed Completion and not as penalty for the successful tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified there for, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Tender as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfillment of the said Contract or in the event of withdrawal of the said Tender within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____

Guarantor (Bank)

Witness: 1
Name:_____
Title:_____
Signature:_____
Corporate Secretary (Seal)

Witness: 2
Name:_____
Title:_____
Signature:_____
Corporate Guarantor (Seal)

3.3.7. Performance Security

(On Non Judicial Stamp Paper of the Government of Pakistan of appropriate value)

Guarantee No. _____
Date of Issue _____
Date of Expiry _____
Amount Secured _____

To
The Project Coordinator
UOH-HEC Development Project, Directorate of P&D
The University of Haripur

WHEREAS _____ (hereinafter called "the Contractor") has undertaken in pursuance of Contract to execute

_____

_____
(hereinafter called "the Contract").

AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

NOW THEREFORE, we (the bank) _____ hereby affirm that we are the Guarantor and responsible, on behalf of the Contractor, up to a total of Rs.

_____ (Rupees _____ only) such sum being payable in the types and proportions of such currencies in which the Contract Price is payable, and we undertake to pay, upon first written demand and without cavil or argument, any sum or sums within the limits of Rs_____ (Rupees _____ only) as aforesaid without needing to prove or to show grounds or reasons for demand of the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of items of the Contract or of the work to be performed there under or any of the Contract Documents which may be made between The University of Haripur and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect up to the date of issuance of Taking Over Certificate or Works i. e. up to _____.

We further agree to replace this guarantee with a fresh guarantee 60 days prior to the date of expiry of the guarantee being replaced, for an amount equivalent to 50% of the amount of Performance Security valid from the date of issuance of Taking Over Certificate up to eight four (84) calendar days after issuance of Defects Liability Certificate. If the guarantee is not replaced 30 days prior to the expiry of this guarantee, The University of Haripur shall have the right to call for encashment without any rhyme or reason.

SIGNATURE AND SEAL OF THE GUARANTOR

Date _____

3.3.8. FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____2020_____between_____ (hereafter called the “Employer”) of the one part and _____ (hereafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain procurement, viz _____ should be executed by the Contractor and has accepted a Tender by the Contractor for the execution and completion of such procurement and the remedying of any defects therein.

NOW this Agreement witnessed 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 hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Tenderers shall be deemed to form and be read and construed as part of this Agreement, viz:
    (a) The Letter of Acceptance
    (b) The Contract Data
    (c) Conditions of Contract
    (d) Schedules to Tender
    (e) Specifications
    (f) Tendering Data
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the procurement process of IT equipment’s and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the procurement process of IT equipment’s as per provisions of the Contract, 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 the day and year first before written in accordance with their respective laws.

The Common Seal of _____was hereunto affixed in the presence of: or

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer_____

Binding Signature of Contractor_____

3.3.9. UNDERTAKING

I have read the terms and conditions thoroughly regarding “Tender dated _____, I hereby undertake to abide by these terms & conditions in letter and spirit.

Signature: _____

Name of Authorize Person: _____

Seal: