Balochistan University of Information Technology, Engineering & Management Sciences. Quetta (BUITEMS)

TENDER DOCUMENTS

IBF No:	**TSE: TS0000016827E**
Package Name:	**Procurement (Supply & Installation) of Textile Engineering Lab Equipment**
Procurement Procedure & Method:	**Single Stage Two Envelope**
Bid Opening Venue:	**Meeting Room, Jinnah Hall**
Last Date & time for submission of bid documents	**10th November 2026 till 03:00 pm**
Opening of Bid Documents (Technical)	**10th November 2026 at 03:30 pm**

Tender Issued to M/s:

Directorate of Procurement, BUITEMS
Airport Road, Quetta
Phone# +92 (81) 289991
UAN# +92 (81) 111-717-111
Ext# 680/686
Web: https://www.buitms.edu.pk
Email: procurements@buitms.edu.pk

Section I. Invitation to Bid

BUITEMS, Quetta invites sealed bids, along with a 2% bid security of the total quoted price, from reputed firms registered with the Income Tax and Sales Tax departments, Government of Pakistan, who are on the Active Taxpayers List (ATL) of the FBR, for the Procurement (Supply & Installation) of Textile Engineering Lab Equipment.

Bidding documents containing detailed specifications of items and other terms and conditions are available on payment of Rs. 1,500/- (non-refundable) from the Directorate of Procurement, BUITEMS, in the shape of a pay order/ demand draft.

Sealed Technical and Financial proposals should be submitted in two separate envelopes placed and sealed in one big envelope (as per ***single stage – two envelopes bidding procedure***) up to **10th November 2026 till 03:00 pm at the Directorate of Procurement, BUITEMS**. Technical proposals will be opened on the same date, **10th November 2026, at 03:30 pm** in the Meeting Room of the Jinnah Hall, BUITEMS, in the presence of bidders or their authorized representatives who would like to be present. The financial proposals of only those firms declared technically qualified for participation in the financial bid will be opened later.

In case the bid opening date falls on a public holiday, the bid will be opened on the next working day at the same time and venue.

This advertisement is also available on the PPRA website: www.ppra.org.pk and on the BUITEMS website: https://www.buitms.edu.pk

Tenders received after the due date and time will not be considered.

Director (Procurement)
BUITEMS, Quetta
Phone:, Ext:

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Section II. Instructions to Bidders (ITB)

A. Introduction

1 **Source of Funds**

1.1 Source of funds is referred to in Clause-1 of the Bid Data Sheet

2 **Eligible Bidders**

2.1 This Invitation for Bids is open to all suppliers from eligible sources as defined in the PPRA rules and its Bidding Documents except as provided hereinafter. The Bidder must be/have:

i. Active Income and Sales Taxpayer available on ATL.
ii. Record of taxes deposited in last two years/audited financial report.
iii. Company Profile.
iv. Bank statement for the last two years.
v. List of Relevant /Similar services/supplies provided in the last two years.
vi. Quality Certification(s) – where required.
vii. Undertaking on judicial stamp paper that 2 % B i d security is attached with the financial proposal.
viii. Original Equipment Manufacturer (OEM) Authority letter.
ix. Non-blacklisting record certificate on Judicial stamp paper.

2.2 B i d d e r s should not be directly associated with or have been associated in the past. Or indirectly, with a firm or any of its affiliates in which the Procuring agency has engaged to provide consulting services to prepare the design, specifications, and other documents to procure the goods to be purchased under this Invitation for Bids.

2.3 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with the PPRA rules.

3 **Eligible Goods and Services**

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries of the world with whom the Islamic Republic of Pakistan has commercial relations, and its Tender Documents and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that are substantially different in basic characteristics or purpose or utility from its components.

4 **Cost of Tender**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet,** hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

5 **Content of Tender Documents**

5.1 The goods required, tender procedures, and contract terms and conditions are prescribed in the tender documents. The tender documents include:

i. Invitation to Bidders

ii. Instructions to Bidders (ITB)
iii. Bid Data Sheet
iv. Scope of Work and Schedule of Requirements
v. Special Standard Forms for Single Stage Two Envelopes
vi. General Conditions of Contract (GCC)
vii. Conditions of Contract (SCC)
viii. Contract Forms
ix. Annexures

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

6 **Clarification of Tender Documents**

6.1 An interested prospective Bidder requiring any clarification of the tender documents may notify the Purchaser in writing at the Purchaser's address indicated in the **Bid Data Sheet.** The Purchaser will respond in writing to any request to clarify the tender documents it receives before the deadline for submitting bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query without identifying the source of inquiry) will be sent to all interested bidders who have received the tender documents.

7 **Amendment of Tender Documents**

7.1 At any time before the deadline for submission of bids, the Purchaser, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, may modify the tender documents by amendment.

7.2 All prospective bidders who have received the tender documents will be notified of the amendment in writing or by cable, which will be binding on them.

7.3 To allow prospective bidders reasonable time to consider the amendment in preparing their bids, the Purchaser, at its discretion, may extend the deadline for submitting bids.

C. Preparation of Bids

8 **Language of Bid**

8.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet,** in which case, for purposes of interpretation of the Bid, the translation shall govern.

9 **Documents Constituting the Bid**

9.1 The bid prepared and submitted in two separate envelopes by the Bidder shall comprise the following components each: -

Technical Bid

I. Bidder Information Form
II. Letter of Bid – Technical Proposal
III. Affidavit for Bidder's Blacklisting Status
IV. Original Equipment Manufacturer's Authorization Form
V. Distributor's Authorization Form
VI. Reference list of similar installations

VII. Power of Attorney
VIII. Installation/Commissioning/Training Undertaking by Original Equipment Manufacturer

Financial Bid

I. Price Breakdown Schedule
II. Letter of Bid – Financial Proposal

10 **Bid Form**

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11 **Bid Prices**

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price the Goods proposes to supply, install, commission, test, and train under the contract.
11.2 The prices shall be offered in PKR for DDP BUITEMS, Quetta. The price must be written without errors, in figures and words, for the total price.
11.3 The prices shall be offered in PKR for DDP BUITEMS, Quetta. The price must be written without errors, in figures and words, for the total price.
11.4 Prices quoted by the Bidder shall be fixed during the Bidder's contract performance and not subject to variation on any account unless otherwise specified in the Tender Documents. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
11.5 In case the stores manufactured/available in Pakistan without involving import by the University, the quoted price shall include all charges for packing, marking, handling, installation, putting into operation, training and demonstration of the equipment working in the purchaser's premises.

12 **Bid Currencies**

12.1 Prices may be quoted in PKR with shipment delivered to BUITEMS, Quetta premises.

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

13.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
13.2 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
13.2.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
13.2.2 that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Original Equipment Manufacturer or producer to supply the goods in the Purchaser's country.
13.2.3 that the Bidder has the financial and technical capability necessary to perform the contract;
13.2.4 that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Bidder's installation, commissioning, training, repair, and maintenance obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
13.2.5 that the Bidder meets the qualification criteria listed in the **Bid Data Sheet.**

14 Documents Establishing Goods' Eligibility and Conformity to Tender Documents

14.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the tender documents of all goods and services that the Bidder proposes to supply, install, and commission under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings, and data and shall consist of:

14.3.1 detailed description of the essential technical and performance characteristics of the goods

14.3.2 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 the commencement of the use of the goods by the Procuring agency; and

14.3.3 an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid provided it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15 Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish a bid security in the amount specified in the Bid Data Sheet as part of its financial bid**.** The Bidder shall submit an affidavit on stamp paper with the technical bid that ***"the requisite Bid Security of 2% of the total bid has been placed separately in the sealed envelope of financial bid".*** *The amount of Bid Security is not to be disclosed in the Affidavit.* In case of failure to submit an affidavit for bid security with the technical bid, his bid shall be rejected by the Purchaser as non-responsive.

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

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

15.3.1 a guarantee issued by a reputable financial institution (as defined in PPRA Procurement Rules, amended up to date) located in the Purchaser's country, in the form provided in the tender documents or another form acceptable to the Purchaser and valid for one hundred and twenty days (120) days beyond the validity of the bid; or

15.3.2 Irrevocable cashable on-demand Bank call deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and15.2will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the bid validity period prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.

15.7 The bid security may be forfeited:

15.7.1 if a **Bidder:**

15.7.1.1 withdraws its bid during the period of bid validity specified by the bidder on the bid form or

15.7.1.2 does not accept the correction of errors pursuant to ITB Clause 24.2

15.7.2 in the case of a **successful Bidder**, if the Bidder fails:

15.7.2.1 to sign the contract in accordance with ITB Clause 33; **or**

15.7.2.2 to furnish performance security in accordance with ITB Clause 33.

16 **Period of Validity of Bids**

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

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the validity period. The request and the responses to it shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the tender documents.

17 **Format and Signing of Bid**

17.1 The Bidder shall prepare a bid which shall be typed or written on the company/firm's letterhead in indelible ink and signed and stamped by the Bidder or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initiated by the bidder or persons signing the bid.

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

17.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18 **Sealing and Marking of Bids**

18.1 The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain the financial and technical proposals separately; the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The bid so prepared shall be sealed and submitted to the office of the DD (Procurement), BUITEMS, Quetta, in accordance with instructions given in the invitation for bids;

18.2 The envelope shall bear the Invitation for Bids title and Reference Number and a statement: "DO NOT OPEN BEFORE **03:30 PM, 10th November 2026.**

19 **Deadline for Submission of Bids**

19.1 The Purchaser must receive bids at the address specified under ITB Clause 18.1 no later than the time and date specified in the **Bid Data Sheet.**

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

20 **Late Bids**

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

21 **Modification and Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn between the deadline for submission of bids and the expiration of the bid validity period specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause15.6.

E. Opening & Evaluation of Bids

22 Opening of Bids by the Purchaser

22.1 In case of Single Stage Two Envelope Procedure, the Procuring Agency will open only the technical bids of all the bidders in the presence of bidders' representatives who choose to attend at the time, on the date, and at the place specified in the Bid Data Sheet. The present bidders' representatives shall sign a register evidencing their attendance. The Financial Proposals will remain unopened and will be held in the custody of the Procuring Agency until the specified time of their opening.

22.2 The bidders' names, bid modifications or withdrawals, and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 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 withdrawal, substitution, or modification, the Bid price if applicable, including any discounts and alternative offers, and the presence or absence of a Bid Security or Bid Securing Declaration.

22.5 In the case of the Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of the technical proposal, the procuring agency shall, at a time within the bid validity period, open the financial proposals of the technically accepted bids only publicly. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.

23 Clarification of Bids

23.1 During the evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder to clarify its bid. The request for clarification and the response shall be in writing or electronic form, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

23.2 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 Bid it should do so in writing or in electronic forms that provide record of the content of the communication.

24 Evaluation Criteria

24.1 Evaluation of the bids (both Technical and financial) will be conducted in accordance with **Annexure A**

25 Contacting the Purchaser

25.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

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

26 Confidentiality

26.1 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.

27 **Correctness of Errors**

27.1 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

27.1.1 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;

27.1.2 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

27.1.3 where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

27.1.4 Where there is a discrepancy between the total price schedule and the amount mentioned on the Form of Bid, the amount referred to in the price schedule shall be treated as correct subject to the elimination of other errors.

27.2 The Procuring Agency will adjust the amount stated in the Bid per the above procedure for correcting errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. Suppose the Bidder does not accept the corrected amount. In that case, 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 18.9.

F. Award of Contract

28 **Post- qualification**

28.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the Least Cost Selection (item wise) and qualified to perform the contract satisfactorily in accordance with the criteria listed in ITB Clause13.3.

28.2 The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

28.3 An affirmative determination will be a prerequisite for awarding the contract to the Bidder. A negative determination will result in the rejection of the Bidder's bid. In that event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29 **Award Criteria**

29.1 Subject to ITB Clause 29, the Purchaser will award the contract to the **Least Cost Selection (item wise)**, qualified as per ITB Clause 24, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

30 **Purchaser's Right to Vary Quantities**

30.1 The Purchaser reserves the right to accept or reject any bid to annul the tender process and reject all bids at any time prior to the contract award without thereby incurring any liability to the affected Bidder or bidders.

31 **Purchaser's Right to Accept or Reject Any Bid**

31.1 The Purchaser reserves the right to accept or reject any or all bids and to annul the tender process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

32 **Notification of Award**

32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter, to be confirmed in writing by registered letter, that its bid has been accepted.

32.2 The notification of award/supply order will constitute the formation of the Contract.

32.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Purchaser will promptly notify the winning Bidder's name to each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause15.

32.4 If, after award notification, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful bidder.

33 **Signing of Contract**

33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract form provided in the tender documents, incorporating all agreements between the parties.

33.2 Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

34 **Performance Security**

34.1 Within ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Purchaser.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33.2 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest bidder or call for new bids.

35 **Corrupt or Fraudulent Practices**

35.1 BUITEMS requires that Bidders/ Suppliers/ Contractors under contract observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BUITEMS defines for this provision the terms set forth below as follows:

35.1.1 "corrupt practice "means the offering, giving, receiving, or soliciting of anything goes for value to influence the action of a public official in the procurement process or contract execution and

35.1.2 "fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (before or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

35.2 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

35.3 will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a BUITEMS contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the BUITEMS contract.

36 **Integrity Pact**

36.1 The Bidder shall sign and stamp the Integrity Pact provided at Form -7 to Bid in the Bidding Document for all Provincial Government procurement contracts exceeding Rupees 10 million. Failure to such an Integrity Pact shall make the bidder non-responsive.

G. Grievance Redressal

37 **Constitution of Grievance Redressal Committee**

37.1 The Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising an odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of the Procurement Evaluation Committee. The committee must have one subject specialist, depending on the nature of the procurement.

38 GRC Procedure

38.1 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to the provision of the Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

38.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days after the announcement of the technical evaluation report and five days after the issuance of the final evaluation report.

38.3 In case the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

38.4 In case the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on the technical evaluation of the report:
Provided that the complainant may raise the objection on any part of the final evaluation report in case a single stage one envelops bidding procedure is adopted.

38.5 The GRC, in both cases, shall investigate and decide upon the complaint within ten days of its receipt.

38.6 Any bidder or the procuring agency not satisfied with the d e c i s i o n of the GRC may file an Appeal before the Appellate Committee of the Authority on the prescribed format after depositing the prescribed fee.

38.7 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respects, shall serve notices in writing upon all the parties to appeal.

38.8 The committee shall call the record from the concerned procuring agency or the GRC, as the case may be, and the same shall be provided within the prescribed time.

38.9 The committee may, after examining the relevant record and hearing all the concerned parties, decide the complaint within fifteen (15) days of receipt of the Appeal.

38.10 The Committee's decision shall be in writing and shall be signed by the Head and each Member of the Committee. The committee's decision shall be final.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). The provisions herein shall prevail over those in ITB during a conflict.

Introduction	
ITB 1.1	**Name of Funding Agency:** HEC, NRPU Project
ITB 1.1	**Name of Procuring Agency:** Balochistan University of Information Technology, Engineering & Management Sciences. (BUITEMS) Quetta.
ITB 1.1	**Tender Subject:** Procurement (Supply & Installation) of Textile Engineering Lab Equipment
ITB 6	**Purchaser's Address, Telephone, Telex, and Facsimile.** Directorate of Procurement **Address**: Balochistan University of Information Technology, Engineering and Management Sciences (BUITEMS) Airport Road, Baleli, Quetta. Phone# +92 (81) 289991 UAN# +92 (81) 111-717-111 Ext# 680/686 E-mail: procurements@buitms.edu.pk
ITB 8	**Language of the Bid.** English
BID Price and Currency	
ITB 11.2	**Bid Prices** The prices shall be offered in PKR with shipment delivered to BUITEMS, Quetta Premises. (DDP basis)
ITB 11.3/11.4	Prices shall be quoted for all the items or any item/equipment item-wise. Conditional offers shall be considered as non-responsive.
ITB 11.6	The prices quoted by the Bidder shall be fixed during the Bidder's contract performance and not subject to variation on any account.
ITB 12	**Bid Currencies.** Prices shall be quoted in PKR for with shipment delivered to BUITEMS, Quetta
Preparation and Submission of Bids	
ITB 15.1	**Amount of Bid Security.** As part of its financial bid, the Bidder shall furnish a bid security of **2 %** of the total price of the quoted bid.

ITB 16.1	**Bid Validity Period.** Bids shall remain valid for 90 days after the date of the bid's submission prescribed by the Purchaser, pursuant to ITB Clause 19. The Purchaser shall reject a bid valid for a shorter period as nonresponsive.
ITB 16.2	**Extension of the Period of Validity:** In exceptional circumstances, the Purchaser may solicit the Bidder's consent to extend the validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
ITB 18.1	**Address for Bid Submission.** Directorate of Procurement **Address**: Balochistan University of Information Technology, Engineering and Management Sciences (BUITEMS) Airport Road, Baleli, Quetta.
ITB 18.2	**IFB Title.** "Procurement (Supply & Installation) of Textile Engineering Lab Equipment" DDP -BUITEMS Quetta basis. **IFB Number:**
ITB 19.1	**Deadline for bid submission**. 10th November 2026 till 03:00 pm
ITB 22.1	**Time, Date, and Place for Bid Opening.** 10th November 2026 at 03:30 pm, Jinnah Hall BUITEMS
Bid Evaluation	
ITB 24	The successful bidder will be determined through the single-stage two-envelope procedure based on least-cost selection item-wise among the technically qualified bidders, provided that the bid meets the specifications. and complies with the other terms and conditions outlined in ITB 24.
Contract Award	
ITB 30	**Percentage for Quantity Increase or Decrease:** The Purchaser 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 changing unit price or other terms and conditions.
Performance Security	
ITB 33 **GCC 7.1 (SCC-3)**	Within ten (10) days of receiving notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Purchaser. The amount of Performance security, as a percentage of the contract price, shall be 10% of the total contract value, which the purchaser will retain for one year. I e warranty period.

Delivery	
GCC 10 (SCC6)	The equipment shall be delivered to the Purchaser on the basis of the installed and workable condition within 90 days. The Supplier shall be responsible for the d e l i v e r y of the equipment to the designated location of the Purchaser in BUITEMS Quetta.
Training	
GCC 13(e)	The successful Bidder shall arrange local training of the Purchaser's personnel at the purchaser's premises in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods/equipment.
Warranty	
GCC 15	The warranty shall remain valid for a minimum of twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered, installed, and commissioned at the destination of the Purchaser**.**
Liquidated Damages	
GCC 23 (SCC 13)	Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC.** Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause24. Delayed delivery will lead to a fine @ 0.05% per week or up to 10% of the contract value. In case the Supplier fail to make delivery ten weeks later than the time of shipment stipulated in the Contract, the Buyers have the right to cancel/terminate the contract and the Supplier, in spite of the cancellation/termination, shall still pay the aforesaid penalty to the Buyers without delay, the Supplier should refund the money received (if any) and pay the 30% of the total goods price of the penalty.

Section IV. Scope of Work and Schedule of Requirements, Technical Specifications

The successful Supplier shall supply equipment with standard accessories, Civil Engineering as detailed in technical specifications, their safe transportation to the Purchaser, and installation, commission, and test operation of the equipment, and train the Purchaser's personnel on the operation and maintenance of such equipment.

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

The work referred to above shall be completed within 60 days after executing the contract with the Purchaser.

1. GENERAL CONDITIONS

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

1.2 **Scope of Work**

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

1.2.1 **Supply and Installation of Equipment.**

All the equipment supplied under the Project shall be installed and brought into workable condition by the Supplier at the locations and places designated by the Purchaser in Quetta.

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

1.3 **Location**

Balochistan University of Information Technology, Engineering & Management Sciences, (BUITEMS) Quetta.

2. GENERAL REQUIREMENTS.

2.1 **Specifications**

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

2.2 **Electrical Ratings and Standards.**

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

1. All the electrically operated equipment specified herein shall be single-phase, AC 220 V±10%, 50 Hz, and three-phase AC 440V±10%, 50 Hz, unless otherwise specified.
2. The Supplier shall arrange adequate built-in AVRs for the equipment whose electricity voltage change seriously influences its function. A suitable electrical wiring system shall be arranged to

cover the whole equipment in the room with one unit of AVR of suitable capacity in case such a necessity exists.

3. Electrical Plugs for the equipment shall conform to local regulations and standards.

2.3 **Standards and Dimensions.**

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

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

2.4 **Name Plate**

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

2.5 **Packing, Transportation, and Storage.**

1. Packing and Transportation.

All the equipment shall be packed suitably. The Supplier shall be responsible for the equipment being free from damage or other adverse effects due to transportation. Each package shall be marked as follows with indelible paint in conspicuous English print words:

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

2. EQUIPMENT

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

3 ACCESSORIES AND SPARE PARTS

3.1 **Accessories**

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

3.2 **Consumables during Commissioning.**

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

4. INSTALLATION, INSPECTION AND EXPATRIATE INSTRUCTIONS

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

4.2 **Expatriate for Instructions.**

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

5. POST WARRANTY SERVICE REQUIREMENT

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

a. The Supplier shall guarantee to supply the spare parts of the equipment, if required, upon request by the Purchaser on the cost basis for ten (10) years, upon mutually agreed financial compensation.

b. In case of major breakage, the Supplier shall send Original Equipment Manufacturers' engineer(s) to the Purchaser within four (4) weeks after the request by the Purchaser to repair such breakage, upon mutually agreed financial compensation.

6. BILL OF QUANTITIES OF ITEMS AND TECHNICAL SPECIFICATIONS

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

SN	Equipment Standard Name	Technical/functional Specifications	Qty
1	**Plasma Generator and Applicator**	Power: 3000 W (adjustable, 500–3000 W) Technology: Atmospheric Dielectric Barrier Discharge (DBD) Gas System: Compatible with air, O2, N2, with mass flow controlled Treatment Width: 500 mm (standard) Substrate Speed: 0.5–20 m/min Control: Digital HMI/PLC for recipe storage Cooling: Forced air or water cooling Safety: Interlocks, arc detection, emergency stop	1
2	**Thermostatic Water Bath / Grant Shaker Bath**	Temperature Range: +5°C to 100°C with ±0.5°C accuracy Shaking Speed: 40–60 rpm, digital adjustable Capacity/Bath Size: ~15–20 L stainless steel tank Shaking Motion: Linear or orbital, with adjustable amplitude Control: Digital PID controller with LED/LCD display Safety Features: Over-temperature protection, low-water cutoff, insulated lid Power Supply: 220–240V, 50/60 Hz Material: Stainless steel interior/exterior, corrosion-resistant	1
3	**Continuous Fabric Roll-to-Roll System**	Width: Up to 500 mm Speed: 0.1–10 m/min, adjustable Tension Control: Yes, adjustable (5–50 N) Drive: Servo/stepper motor with digital control Integration: Compatible with plasma applicator & padding unit Control: Touchscreen HMI with recipe storage Safety: E-stop, overload protection, web break sensor Power: 220–240V, 0.5–1.5 kW	1
4	**Lab-Scale Steaming Chamber for Fabric Processing**	Type: Bench-top or vertical steaming unit Chamber Size: ~30 × 30 × 40 cm Temperature Range: Ambient to 110°C (saturated steam) Steam Source: Built-in electric boiler or external steam generator Control: Digital PID controller for temperature/time Timer: 0–99 minutes, with auto shut-off Door: Hinged or sliding, with airtight seal and safety lock Material: Stainless steel interior and exterior Rack/Frame: Removable stainless steel rack for fabric/samples Viewing Window: Tempered glass with condensation control Safety: Over-temperature cut-off, pressure relief valve, low-water cutoff Power: 220–240V, 2–3 kW Water Supply: Manual fill or direct connection Drain: Condensate drain valve	1

Section V. Standard Forms For Single Stage Two Envelops

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

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

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

Standard Forms

Sr. No.	Form No.	Description	Proposal Part
1.	T1	Bidder Information Form	Technical Proposal
2.	T2	Letter of Bid – Technical Proposal	Technical Proposal
3.	T3	Affidavit for Bidder's Blacklisting Status	Technical Proposal
4.	T4	Original Equipment Manufacturer's Authorization Form	Technical Proposal
5.	T5	Distributor's Authorization Form	Technical Proposal
6.	T6	Reference list of similar installations	Technical Proposal
7.	T7	Power of Attorney	Technical Proposal
8.	T8	Installation/Commissioning/Training Undertaking by Original Equipment Manufacturer	Technical Proposal
9.	T9	Bill Of Quantities of Items With Specifications	Technical Proposal
10.	F1	Price Breakdown Schedule	Financial Proposal
11.	F2	Letter of Bid – Financial Proposal	Financial Proposal
12.	F3	Bid Security Form	Financial Proposal

TECHNICAL PROPOSAL FORMS

T.1 Bidder Information Form

Firms' Information	
Name of Firm/ Company	
Complete Postal Address	
Registration with Sale Tax (Copy to be attached)	
National Tax Number (NTN)	
Number of Full Time Engineers	
Number of Full Time Sales Rep	
Capital cash/revolving fund	
Phone Number	
Contact Person/ Designation	
Mobile Number	
E-Mail Address	
Fax Number	
Type of Organization	
Place of Incorporation/ Registration	
Year of Incorporation /Registration	
Validity	

- Please also attach the Certificate supporting being an Active Taxpayer as per the requirement of FBR.

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

Date
Name & Address of the Original Equipment Manufacturer
(Signature) (In the Capacity of)

T.2 Letter Of Bid (Bid Form)

(To be submitted with technical bids)

IBF No: _____

To:

Director (Procurement),
BUITEMS, Quetta

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

If our Bid is accepted, we undertake to supply and install the equipment with standard accessories in conformity with the tender documents.

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

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet, and it shall remain binding upon us. It may be accepted at any time before the expiration of that period.

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

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

Dated this_____day of_____20_____.

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of_____

T. 3 Affidavit For Bidder's Blacklisting Status

(Required on non-judicial stamp paper Rs. 100. No alterations to its format shall be permitted, and no substitutions shall be accepted.)

IFB No:

Title:

Bidder:

Affidavit for Bidder's Blocklisting Status

I/We hereby confirm and declare that I/We, [*insert Bidder name*], has/have not been declared in-eligible or debarred, blacklisted/sanctioned by any Federal or Provincial Government Department, National Counter Terrorism Authority (NACTA), Agency, Organization or Autonomous Body anywhere in Pakistan or fraudulent practices, or no failure to perform with BUITEMS.

Seal & Signature of Bidder: _____

Date: _____

T. 4 Original Equipment Manufacturer's Authorization Form

Must be filled out separately on the letterhead of the firm.

(Part of Technical Bid Envelope)

To

Director (Procurement),

BUITEMS, Quetta.

WHEREAS [*name of the Original Equipment Manufacturer*] who are established and reputable manufacturers of [*name and/or description of the goods*] having factories at *[address of factory*] do hereby authorize [*name and address of Agent*] to submit a bid, and subsequently negotiate with you against Invitation for Bids Reference No. _____for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract (1-year warranty) for the goods offered for supply by the above firm against this Invitation for Bids.

[*signature for and on behalf of Original Equipment Manufacturer*]

Note: This letter of authority should be on the letterhead of the Original Equipment Manufacturer and should be signed by a competent person with the power of attorney to bind the Original Equipment Manufacturer.

T.5 Distributor's Authorization Form

[The Bidder shall require the Distributor to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Distributor and should be signed by a person with the proper authority to sign documents that are binding on the Distributor.]

IFB No
Title:
Bidder:

To:
Director Procurement,
BUITEMS, Quetta

WHEREAS

We *[insert complete name of* official Distributor*],* who are official Distributor of *[insert type of goods manufactured],* having Distributor / office at [insert full address of Distributor], do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 18 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

T.6 REFERENCE LIST OF SIMILAR INSTALLATIONS

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

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

T.7 POWER OF ATTORNEY

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

This Power of Attorney has been drawn up in the city of_____, on this the day of_____, 2026 and shall remain in full force and effect until our further notice.

Name of Bidder _____
(Name of duly authorized representative to sign)

Specimen Signature
(Rank or Position)

T.8 Installation/Commissioning/Training Undertaking By Original Equipment Manufacturer

We *(Name of Original Equipment Manufacturer)*, a manufacturer duly organized under the law of *(Name of Country)* and having its principal place of business at *(Address of Original Equipment Manufacturer)* hereby undertake that we are exclusively responsible for the successful Installation, Commissioning, and Training for the equipment offered by us/ our local agent for your Invitation for Bids Reference Number

_____ dated _____.

If for any reason, such as travel restrictions imposed by our government etc., we are unable to send our engineers/supervisors to perform the installation, commissioning, and training for our equipment at the Purchaser's designated premises, then we are exclusively responsible for all the costs inclusive of all associated expenses for seven (7) days detailed training of at least two (2) technical personnel of the Purchaser at our premises at for each item secured as per the Purchaser tender documents.

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

Name & Address of the Original Equipment Manufacturer (Signature)
Date:

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

T. 9 Bill Of Quantities Of Items With Specifications

Must be filled separately on the letterhead of the firm.

(Part of Technical Bid Envelope)

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, and commission the following items in conformity with the below-mentioned required specification mentioned against each item.

IBF No:
Title:
Bidder:

1	2	3	4	5	6
Item No	Description	Country of origin	Quantity	Original Equipment	Model Number

i. Bidder can quote for each item.
ii. Financial evaluation will be carried out on a per-item basis. A work award will be issued to the lowest evaluated and technically qualified bidder on each item basis.
iii. Bidders must quote proper brands and models of the required items; bidders will be rejected without quoting proper brands/models.

The Contract / Completion of Work duration shall be a maximum of 90 days, starting from the date of issuance of the work order.

Date: _____

Place: _____

Authorized Signature
(In full and initials)
Name and Designation of Signatory
Name of Firm and Address

FINANCIAL PROPOSAL FORMS

Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.

3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all costs of Contractor's labor, supervision, materials, execution, insurance, profit, taxes, and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.

7. The brand names have been provided in order to establish a standard of performance and reliability. However, it does not indicate a preference for a particular brand. The bidder may propose other brands which can be accepted subject to necessary tests to establish equivalency.

F.1 LETTER OF BID (BID FORM)

IBF No:
Title:

To:
Director (Procurement)
BUITEMS, Quetta

Dear Sir,

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply brand new equipment with standard accessories and to install, commission, test operate the equipment and train the University personnel on the operation and maintenance of such equipment in conformity with the said tender documents for the sum of *[_____total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to supply and install the equipment with standard accessories in conformity with the said tender documents.

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

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet, and it shall remain binding upon us. It may be accepted at any time before the expiration of that period.

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

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

Dated this_____day of_____20_____.

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of_____

F . 2 PRICE BREAKDOWN SCHEDULE

IFB No:
Title:
Bidder:

1	2	3	4	5	6	6
Item No	Description	Country of origin	Quantity	Unit price (without G.S.T)	G.S. T	Total price (with GST)
Grand Total						

Signature of Bidder
Stamp
Date

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

Section VI. General Conditions of Contract (GCC)

1. Definitions	In this Contract, the following terms shall be interpreted as indicated: a. **"The Contract"** means the agreement between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices 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 the Supplier must supply to the Purchaser under the Contract. d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other obligations of the Supplier covered under the Contract. e. "**GCC"** means this section's General Conditions of Contract. f. **"SCC"** means the Special Conditions of Contract. g. **"The Purchaser"** means the organization purchasing the Goods, as named in SCC. h. **"The Purchaser's country"** is the country **named in SCC.** i. **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract and **named in SCC.** j. **"Day"** means calendar day.
2. Application	These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.
3. Country of Origin	3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the Government of Pakistan. 3.2 For purposes of this Clause, "origin" means where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards	4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information and Inspection	5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and extend only so far as may be necessary for such performance. 5.2 The Supplier shall not use any document or information enumerated in GCC Clause 5.1 without the Purchaser's prior written consent except for purposes of performing the Contract. 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser upon completion of the Supplier's performance under the Contract if required by the Purchaser.

	5.4 The Supplier shall permit the Purchaser to inspect the Supplier's records relating to the performance of the Supplier.
6. Patent Rights	6.1 The Supplier shall indemnify the Purchaser against all third-party claims of patent, trademark, or industrial design rights infringement arising from using the Goods or any part thereof in the Purchaser's country.
7. Performance Security	7.1 Within ten (10) days of receipt of the Contract award notification, the successful supplier shall furnish the Purchaser with the performance in the amount **specified in SCC.** 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 7.3 The performance security shall be denominated in the currency of the Contract or a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms: **(a)** a guarantee issued by a reputable financial Institution located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the tender documents or another form acceptable to the Purchaser; or **(b)** a cashier's or certified check. 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than ten (10) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations unless otherwise **specified in SCC.**
8. Inspections and Tests	8.1 The Purchaser shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. 8.2 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. 8.3 The Purchaser's right to inspect, test, and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived because the Goods having previously been inspected, tested, and passed prior to the Goods' shipment from the country of origin. 8.4 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 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 consider, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all transit points. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents	10.1 The Supplier shall deliver the Goods per 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 For purposes of the Contract, DDP trade term used to describe the parties' obligations shall have the meaning assigned to it by *Inco-terms* previously published by the International Chamber of Commerce, Paris. 10.3 Documents to be submitted by the Supplier are **specified in SCC.**
11. Insurance	11.1 The supplier shall arrange for the insurance of the goods, which shall cover the full period of work as defined in the DDP Inco-Term trade term. The supplier shall pay the insurance premium.
12. Transportation	12.1 The Supplier shall be required under the Contract to transport the goods to BUITEMS, Quetta, Pakistan; transport to destination, including storage, as specified in the contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
13. Incidental Services	13.1 The Supplier may be required to provide any or all the following services, including additional services, if any, **specified in SCC:** **a**. performance or supervision of on-site assembly and/or start-up of the supplied Goods. **b**. furnishing tools required for assembly and/or maintenance of the supplied Goods. **c.** furnishing detailed operations and maintenance manual for each appropriate supplied Good unit. **d**. performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and **e**. training of the Purchaser's personnel at the Purchaser's premises 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 the prevailing rates charged to other parties by the Supplier for similar services.
14. Spare Parts	14.1 As **specified in SCC,** the Supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: **a**. such spare parts as the Purchaser may elect to purchase from the Supplier provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and **b**. in the event of termination of production of the spare parts: **i.** advance notification to the Purchaser of the pending termination in sufficient time to permit the Purchaser to procure needed requirements; and **ii.** following such termination, furnishing the blueprints, drawings, and specifications of the spare parts, if requested at no cost to the Purchaser.
15. Warranty	15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except when the Purchaser's specifications require the design and/or material) 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 from design, materials, or workmanship (except when the Purchaser's specifications require the design and/or material) or from any act or omission of the Supplier,

	that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered, installed, and commissioned at the final destination indicated in the Contract. 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of this notice, the Supplier shall repair or replace the defective Goods or parts thereof without cost to the Purchaser within the period specified in SCC and with all reasonable speed. 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
16. Payment	16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC.**
17. Prices	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.
18. Change Orders	18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following: **i.** drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; **ii**. the method of shipment or packing. **iii.** the place of delivery and/or **iv.** the Services to be provided by the Supplier. 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
19. Contract Amendments	19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.
20. Assignment	20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
21. Subcontracts	21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not specified in the bid. In the original bid or later, such notification shall not relieve the Supplier from any liability or obligation under the Contract. 21.2. Subcontracts must comply with the provisions of GCC Clause 3.
22. Delays in the Supplier's Performance	22.1 The Supplier shall make delivery of the Goods and performance of Services in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. 22.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the

	imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until Actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC.** Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
24. Termination for Default	24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: i. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or ii. if the Supplier f a i l s to perform any other obligation(s) under the Contract. iii. if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition. 24.2 If the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered. The Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 25.2 For purposes of this clause, "Force Majeure" means an event beyond the Supplier's control that does not involve the Supplier's fault or negligence and is not foreseeable. Such events may include but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the c a u s e thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency	26. 1 The Purchaser may terminate the Contract at any time 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 that has accrued or will accrue thereafter to the Purchaser.
27. Termination for Convenience	27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which the Supplier's performance under the Contract is terminated, and the date upon which such termination becomes effective. 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: **a.** to have any portion completed and delivered at the Contract terms and prices; and/or **b.** to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
28. Settlement of Disputes	28.1 The Purchaser and the Supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the contract amicably by direct informal negotiation. 28.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner, and/or arbitration.
29. Governing Language	28.3 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 exchanged by the parties shall be written in the same language.
30. Applicable Law	The Contract shall be interpreted per the laws of the Purchaser's country 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 and confirmed in writing to the other party's address **specified in SCC.** 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. The Supplier shall cover the Insurance premium where required.

Section VII. Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is Balochistan University Of Information Technology, Engineering & Management Sciences
GCC 1.1 (h)—The Purchaser's country is: Islamic Republic of Pakistan GCC 1.1
(i)—The Supplier is:

2. Country of Origin (GCC Clause 3)

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

3. Performance Security (GCC Clause 7)

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

4. Inspections and Tests (GCC Clause 8)

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

GCC 8.2— Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

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

5. Packing (GCC Clause 9)

The following SCC shall supplement GCC Clause 9.2:

All the equipment shall be packed suitably. The Contractor/Supplier shall be responsible for the equipment being free from damage or other adverse effects due to transportation. Each package shall be marked as follows:

a. GDs (if any)

b. Contact Number

c. Destination

d. Number of Case

e. Gross Weight, Net Weight(kg)

f. Measurement (length x width x height in cm or inches)

6. Delivery and Documents (GCC Clause 10) For Goods supplied from abroad :

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

6.2 Upon shipment, the Supplier shall notify the Purchaser in writing the full details of the shipment, including a description of Goods, quantity, and usual transport documents. The Supplier shall mail the following documents to the Purchaser:

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.

(ii) copies of the packing list identifying the contents of each package.

(iii) Original Equipment Manufacturer's or Supplier's warranty certificate.

(iv) Certificate of origin.

6.3 For Goods from within the Purchaser's country:

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

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.

(ii) delivery note, railway receipt, or truck receipt.

(iii) Original Equipment Manufacturer's warranty certificate.

(iv) Certificate of origin.

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

7. Insurance (GCC Clause 11)

GCC 11.1—The seller shall arrange for the insurance of the goods, which shall cover the full period of works as defined in the DDP Inco-Term trade term. The seller shall pay the insurance premium.

8. Incidental Services (GCC Clause 13)

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

9. Spare Parts (GCC Clause 14)

GCC 14.1—Supplier shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Goods, as and when required.

10. Warranty (GCC Clause 15)

GCC 15.2— The Supplier shall also comply with the performance and/or consumption guarantees specified under the Contract.

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:

Payment for Goods and Services supplied from within the Purchaser's country: Payment for Goods and Services supplied from within the Purchaser's country shall be made in Pak Rupees after completion of work.

12. Prices (GCC Clause 17)

GCC 17— Price shall not be adjusted in any case.

13. Liquidated Damages (GCC Clause 23)

GCC 23—Applicable rate:

Maximum deduction up to 10% @ 0.5% per week.

14. Settlement of Disputes (GCC Clause 28)

GCC 28— In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

15. Governing Language (GCC Clause 29)

GCC 29—The Governing Language shall be English.

16. Applicable Law (GCC Clause 30)

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

17. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes:

— Balochistan University of Informational Technology, Engineering & Management Sciences, Airport Road, Baleli Quetta.

— Supplier's address for notice purposes:

Section VIII Contract Forms

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to GCC Clause 16.5 and SCC 11), spare parts pursuant to GCC Clause 14 and SCC 9, or quantity variations pursuant to ITB Clause 28. The Price Schedule and Schedule of Requirements deemed part of the contract should be modified accordingly.

The bidders should not complete the Performance Security Form at the time of their bid preparation. Only the successful bidder will be required to provide performance security in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7 and SCC 3, respectively.

C 1 CONTRACT FORM

THIS AGREEMENT made the_____ day of_____ 20_____ between Balochistan University of Information Technology, Engineering & Management Sciences (BUITEMS), Quetta (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for supply, installation, commissioning and its training of certain goods on turn-key basis, its relevant activities & ancillary services, viz. brand new Electronic Engineering labs equipment on DDP BUITEMS Quetta basis and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[_____contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4 . The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____ the_____
(for the Purchaser)

Signed, sealed, delivered by_____ the_____
(for the Supplier)

C 2 **INTEGRITY PACT**

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

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

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

…….. [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 Balochistan University of Information Technology, Engineering & Management Sciences (BUITEMS) Quetta hereafter mentioned as BUITEMS or any administrative subdivision or agency thereof or any other entity owned or controlled by BUITEMS 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 BUITEMS 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 BUITEMS 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 BUITEMS under any law, contract, or other instrument, be voidable at the option of BUITEMS.

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

Name of Purchaser: …… Name of Seller/Supplier:……

Signature & Seal …… Signature & Seal ……...

Appendix 3 **PERFORMANCE SECURITY FORM**

[Name, and Address of guarantor]
The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated

Beneficiary: To:

Director Procurement,
BUITEMS, Quetta

Date: _____

PERFORMANCE GUARANTEE No.:

We have been informed that *[_____name of guarantor]* has entered into Contract No. *[_____reference number of the contract]* dated_____with you, for supply, installation and commissioning of ____brand new labs equipment on DDP BUITEMS Quetta. (hereinafter called "the Contract").

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

At the request of the Guarantor, we *[_____]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of*[_____amount in figures]*(needing to prove or to show grounds for your demand or the sum specified there in.

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

[Signature(s)]

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

EVALUATION CRITERIA Annexure A

Mandatory Requirements

Bidder must furnish the following information:

Sr. No.	Criteria	Requirement
1.	Evidence of Company/Firm/ Sole Proprietorship	**Mandatory**
2.	Certificate of valid Income Tax and Sales Tax Registration Certificate.	**Mandatory**
3.	Compliance with the Checklist attached for bid submission	**Mandatory**
4.	Affidavit on attested stamp paper that the bidder is not blacklisted by the Provincial or Federal Government Department, Agency, Organization, or autonomous body anywhere in Pakistan.	**Mandatory**
5.	Meeting the specification of items as specified	**Mandatory**
6	Bid Security, Copy of CDR to be attached with technical Proposal, and original to be attached with Financial Proposal.	**Mandatory**
7	The vendor should sign and stamp each page of the bidding document and other attached documents.	**Mandatory**

Authentication Proof: *the bidder will be required to provide documentary proof with the bid against each parameter.*

Fulfilling the stated requirements for all bidders is mandatory**.** Any bidder not fulfilling the above criteria will be considered as a non-responsive bidder and will not be taken into consideration for Technical and Financial Evaluation. However, the technically qualified bidder with the lowest rates will be awarded the work order (subject to fulfillment of all required conditions of the bidding document & PPRA Rules, 2014)

TECHNICAL EVALUATION CRITERIA

Sr. No.	Technical Criteria	Maximum Marks
1.	No. of clients (5 Marks per client)	20
2.	Work Order of similar nature of similar or higher value (5 marks for each work order)	20
3.	Number of Employees on Company Payroll, Attach List No. of employees greater than 10 = 20 marks 5 to 10 = 15 marks Less than 5 =10 marks	20
4.	Age of Company (2 Marks per year)	10
5.	Income Tax return for the last 2 years (5 marks each year)	10
6.	Offices held in Pakistan in various cities, Attach List (01 Marks per office across Pakistan)	05
7.	Broachers/ Catalogue of quoted items	05
8..	Annual amount Credited in PKR in the bank statement for last Financial year (marks for an audited balance sheet with yearly turnover) Less than Rs. 20,000,000/- = 0 Marks 20,000,000- 30,000,000/-= 5 Marks More than 30,000,000/-= 10 Marks	10
Total		100

i. To be technically qualified, obtaining 60 out of 100 Marks is compulsory. All bids will be evaluated on the basis of the above-given evaluation criteria, and the bidders who do not obtain 60 marks as per the above-mentioned evaluation criteria will be considered technically non-responsive bidders and will not be considered for Financial Evaluation. However, technically qualified bidders (Responsive to Evaluation Criteria) will be considered as responsive bidders, and among technically responsive and qualified bidders.

FINANCIAL EVALUATION CRITERIA

The financial proposals declared qualified/responsive in the technical evaluation will be opened on a date communicated to all the technically qualified bidders. The bids will be examined to determine 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. 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.

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

(c) If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security shall be forfeited.

(d) The Procuring entity may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation.

Financial evaluation will be based on the least cost selection on an item-wise basis, contingent upon fulfilling the technical specifications.

AFFIDAVIT (Stamp paper of Rs: 100/-)

We do hereby confirm that we have carefully read the requirements and instructions of this bidding document and all the terms & conditions of supply; we also do hereby confirm as follows:

1. That M/s shall abide by all the instructions/conditions of the bidding documents unconditionally and, in addition, the other conditions and BUITEMS rules and regulations, all other special instructions given time to time, and enforced PPRA Rules.

2. That the information given in the application form and bidding documents is correct. ln case any of this information is proved incorrect, BUITEMS reserves the right to reject the bid beside forfeiting the Bid Security and may initiate suitable legal action which may include blacklisting of the Bidder.

Dated: …… **Seal & Signatures of the Contractor**

Company Name	
NTN No.	
Phone No./ Cell No.	
Fax No.	
Email ID	
Office Address	

CHECKLIST **FOR SUBMISSION OF APPLICATION**

(please mark \ / or X in relevant boxes)

1. Detail of company profile/ Firm/ Contractor etc. Profile

2. The original CDR/Earnest Money /Deposit at call is attached with the Financial Bid.

3. Original Tender fee Amounting Rs. 1500 /-

4. Affidavits on stamp paper Rs: 100/-

5. Evidence of Company/ Firm/ Sole proprietorship.

6. Copy of National Tax No.

7. List of All Mandatory required documents

8. List of documents required in Technical Evaluation criteria

9. Price offer on Bidder's letter head as of Financial Evaluation Criteria.

10. Active Taxpayer List (ATL)

11. Copy of Sales Tax Registration