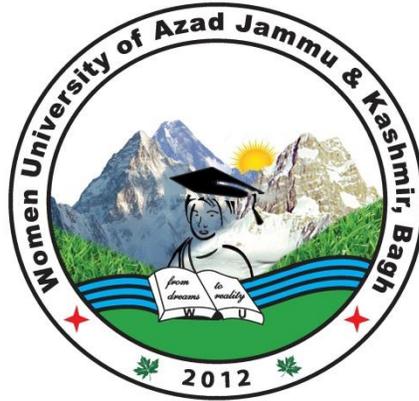


Admin Block, Bagh Azad Kashmir.



TENDER/BID DOCUMENT

For
The Supply of

**Supply of Desktop Computers, Network
Equipment and Installation**

Tender No.: WUB/FIN/PUR/02/2019

Venue: Office of the Treasurer, Women University of Azad Jammu & Kashmir, Bagh

Phone No: 05823-960038

Mobile No: 0300-8354903

Email: naeem@wuajk.edu.pk

Website: www.wuajk.edu.pk

Document Price: 1500/-

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INVITATION TO BID***For the Supply of Desktop Computers, Network Equipment and Installation***

Women University of Azad Jammu and Kashmir Bagh, a public sector University invites sealed bids from the original Suppliers/ Authorized Dealers, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List for supply of Desktop Computers, Network Equipment and Installation.

2. *Bidding documents, containing detailed terms and conditions, etc. are available at the office of the Assistant Director Finance, Women University of AJ&K Bagh. Price of the bidding documents is Rs.1500 (in shape of pay order/demand draft in favour of the Treasurer Women University of Azad Jammu and Kashmir Bagh). Bidding documents can also be downloaded from www.wuajk.edu.pk free of cost.*

3. *The bids, prepared in accordance with the instructions in the bidding documents, must reach at office of the Assistant Director Finance, Women University of AJ&K Bagh on or before July 03,2019 at 11:00 Hours. Bids will be opened the same day at 11:30 Hours. This advertisement is also available on University's website at www.wuajk.edu.pk and AJK PPRA website at <http://ppra.ajk.gov.pk>*

(Naeem Asghar)

Secretary Central Purchase Committee,

Women University of AJ&K Bagh

Ph #:+92-5823-960038, Mobile #: +92-300-8354903,

Email:naeem@wuajk.edu.pk

1. INVITATION TO THE BID

- 1.1. Bids/Tenders are invited, for Desktop Computers, Network Equipment and Installation, from Sales Tax and Income Tax Registered firms and who are on Active Taxpayers List.

2. INSTRUCTIONS TO THE BIDDERS

- 2.1. Procurement will be made under AJK PPRA Rules 2017.
- 2.2. It will be clearly understood that the Terms and Conditions mentioned in this document are intended to be strictly enforced.
- 2.3. Bidders must ensure that they submit all the required documents indicated in the Tender / Bid Documents at the time of opening of Technical Bids and no request for submission of missing documents will be entertained after opening of the Technical Bids.
- 2.4. Bids without supporting documents, undertaking, valid documentary evidence, and bids not conforming to terms and conditions given in the Tender Document will be liable for rejection. Bids received after due time and date and bids without Bid Security in shape of CDR or CDR less than required amount or Bid Security in shape of Cheque or Cross Cheque shall be rejected.
- 2.5. The bidder must quote rates of all items in a lot/package, partial bidding in a lot is not allowed.
- 2.6. **Mode of Advertisement:**
As per Rule 12(1) the advertisement is being placed on the website of AJK PPRA (<http://ppra.ajk.gov.pk>), on two Newspapers and on the website of Women University of AJ&K Bagh (www.wuajk.edu.pk).
- 2.7. **Type of Open Competitive Bidding**
As per Rule No. 36(b), Single stage two envelope procedure shall be followed with details given below:
- 2.7.1. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- 2.7.2. The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;

- 2.7.3.** Initially, only the envelope marked “**TECHNICAL PROPOSAL**” shall be opened; the envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of procuring agency without being opened;
- 2.7.4.** The Purchaser shall evaluate the technical proposal under **AJK PPRA Rule 30** and in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. During the technical evaluation no amendments in the technical proposal shall be permitted;
- 2.7.5.** The financial proposals of technically qualified bidders shall be opened publicly at a time, and venue announced and communicated to the bidders in advance;
- 2.7.6.** After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders .

2.8. BID DATA SHEET (Information for the Bidders)

1	Procuring Agency	Women University of Azad Jammu and Kashmir Bagh
2	Tender Number	WUB/FIN/PUR/ 02/2019
3	Name of Tender	SUPPLY OF DESKTOP COMPUTERS, NETWORK EQUIPMENT AND INSTALLATION
4	Tender Document available place	Office of the Assistant Director Finance, Admin Block, Women University of Azad Jammu and Kashmir Bagh and tender document is also avail on www.wuajk.edu.pk
5	Cost of Tender Document	Rs.1500/- payable in shape of pay order/demand draft in favour of the” Treasurer Women University of Azad Jammu and Kashmir Bagh. Bidding documents can also be downloaded from www.wuajk.edu.pk free of cost.
6	Bid Security	Amount mentioned in Clause No. 9 of the Tender Document in shape of CDR i.e, Pay Order etc, in favor of “Treasurer Women University of AJ&K Bagh”
7	Performance Guarantee	10% of Contract Value after issuance of Letter of Acceptance
8	Tender Addressed to	Assistant Director Finance/Secretary Central Purchase Committee, Admin Block, Women University of Azad Jammu and Kashmir Bagh.
9	Contact Number	Ph. 05823-960038, Mobile:0300-8354903
10	Due Date, Time and place of submission of Tender Document	03-07-2019 till 11:00 AM Office of the Assistant Director Finance, Admin Block, Women University of Azad Jammu and Kashmir Bagh.
11	Date, Time and Place of Technical Bid Opening	03-07-2019 at 11:30 AM at Office of the Treasurer, Admin Block, Women University of Azad Jammu and Kashmir Bagh
12	Date, Time and Place of the Financial Proposals Opening	Shall be intimated subsequently to Technically Qualified firms.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

- 3.1. “University” means Women University of Azad Jammu and Kashmir Bagh.
- 3.2. “Purchaser” means Women University of Azad Jammu and Kashmir Bagh.
- 3.3. “Bidder/Tenderer” means the Firm/Company/Supplier that may provide or provides the Goods and related services to any of the public sector organization under the contract and have registered for the relevant business thereof.

- 3.4.** "Contract" means the agreement entered into between the Purchaser and the Contractor, in form of Supply Order or as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.5.** "Contractor/The Successful Bidder" means the person whose Tender has been accepted and awarded letter of Acceptance followed by the Supply Order or Contract by the Purchaser.
- 3.6.** "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportionable to the Goods or Services in question.
- 3.7.** "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.8.** "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.9.** "PPRA" means AJK PPRA.

4. TENDER ELIGIBILITY

Eligible Bidder/Tenderer is one who:

- 4.1. has valid registration certificates for Income Tax and Sales Tax;
- 4.2. is an active Income Tax Payer & Sales tax Payer;
- 4.3. has acquired fully equipped setup;
- 4.4. is and authorized partner/dealer of quoted Brand;
- 4.5. conforms to the clause of "Responsiveness of Bid" given in this tender document;
- 4.6. has not been blacklisted.

5. EXAMINATION OF THE TENDER DOCUMENT

The bidder/Tenderer is expected to examine the Tender Document, including all terms and conditions.

6. AMENDMENT OF THE TENDER DOCUMENT

- 6.1. The Purchase Committee of Women University of AJ&K Bagh, at any time prior to the deadline for submission of the Tender/bid, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 6.2. The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders.
- 6.3. The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

7. BID CURRENCY

Bidder should quote price in Pak Rupees only and payments shall also be made in Pakistan Rupees only.

8. VALIDITY PERIOD OF THE BID

- 8.1. Validity period of the bids shall be 90 days.
- 8.2. In exceptional circumstances, the Central Purchase Committee of University may ask the Bidders for an extension of the period of validity. The request and the responses shall be made in writing. A bidder accepting the request will not be required nor permitted to modify its tender.

9. BID SECURITY

- 9.1. Bidder will submit 02% Bid Security in shape of Pay Order/Demand Draft in favour of the Treasurer Women University of Azad Jammu and Kashmir Bagh.
- 9.2. Cheque or Cross Cheque shall not be accepted at all.
- 9.3. The amount submitted as Bid Security shall be refunded to the unsuccessful bidders after the decision for the award of the said tender.
- 9.4. The Bid Security of Successful Bidder(s) may be converted as part of the Performance Guarantee for successful execution of the work.
- 9.5. Subject to the award of contract, the Bid Security in form of CDR shall be returned to successful bidder against submission of Performance Guarantee.
- 9.6. If the Bid Security is found less than the required amount then the bid will be rejected irrespective of the rates and the stage of the bid process.
- 9.7. The Bid Security may be forfeited if a Bidder:
- a) Refuses to accept Letter of Acceptance of the Bid; or
 - b) Fails to furnish Performance Security.

10. BID PREPARATION AND SUBMISSION

- 10.1. The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Drawings, Documents, Brochures, Literature, etc. which shall be completely filled in, stamped and signed by the Tenderer or his Authorized Representative.
- 10.2. The Bids/Tenders should be submitted in two parts (1) **Technical Proposal** and (2) **Financial Proposal**. The Technical Proposal and Financial Proposal shall be submitted in separate covers.
- 10.3. **TECHNICAL PROPOSAL**

The Technical Proposal will enable the Purchase Committee to evaluate whether the bidder is technically competent and capable of executing the order and the specifications offered by the bidder meet the ones given in the Tender/Bid Documents.

Only those bids which qualify in the technical stage will be eligible for the Financial Proposal opening. The Financial Proposals of bidders who failed in the Technical stage will not be opened.

- 10.4. The Technical Proposal form as given in the Bid/Tender Document shall be filled, signed and stamped in all pages. The Purchase Committee will not be responsible for the errors committed in the bids by the bidders.
- 10.5. The Technical Proposal should not strictly contain any Price/Cost indications as such otherwise the bids will be summarily rejected.
- 10.6. **The Bidder should quote only one brand/model/make of each item.**
- 10.7. The Bidder must quote all items in a lot, partial bidding is not allowed
- 10.8. **Detail and Order of Documents to be furnished with the Technical proposal (Envelope A):**

The documents attached with the Technical Bid must be signed and stamped by the Authorized Representative of the Bidder. The documents attached must be numbered and attached in the following order:

- 10.8.1. Covering letter (**Annexure-A**) duly signed and stamped by authorized representative.
- 10.8.2. Copy of Income Tax Registration Certificate.
- 10.8.3. Copy of Sales Tax Registration Certificate.
- 10.8.4. Detailed specification of items.
- 10.8.5. Affidavit/Undertaking Covering Letter on Stamp Paper (**Annexure-D**).
- 10.8.6. Authorization Certificate of Quoted brand.
- 10.8.7. At least three relevant Supply Orders/Contracts received for desktop computers and network equipment from year 2014 onward.
- 10.8.8. Tender Document duly signed and stamped by the bidder.

FINANCIAL PROPOSAL

10.10. The Financial Proposal of the bidder shall include the price break up of taxes/duties.

All taxes/duties as applicable shall be responsibility of the bidders.

10.11. The cost quoted by the bidder shall be kept firm and unchanged for a period specified in the Bid/Tender Documents from the date of opening of the bids. The bidder shall keep the price firm/unchanged during the period of Contract including during the period of extension of time if any.

10.12. The quoted price will be inclusive of all taxes, duties, levies, insurance, freight (transportation charges), etc.

10.13. The Bid is liable for rejection if Financial Proposal contains conditional offer.

10.14. The Bidder must quote rates of all the items in a lot/package and quoting the partial items in a lot/package is not allowed. If the bidder does not quote for all items in a lot, its bid for that lot will not be accepted.

10.15. Details to be furnished with financial proposal (Envelope B)

10.15.1. Financial Proposal Covering Letter (**Annexure E**).

10.15.2. Financial Proposal Form duly filled, signed and stamped by the Bidder (**Annexure F**).

10.15.3. Bid Security of amount (total amount of the relevant lot) mentioned in Clause No. 9 of the Tender Document.

10.16. Sealing the Bid

10.16.1. The Technical Proposal shall be placed in a separate cover (**Envelope-A**) and sealed appropriately. The Technical Proposal cover shall be marked as **“Technical Proposal for SUPPLY OF DESKTOP COMPUTERS , NETWORK EQUIPMENT AND INSTALLATION”** – Bid Ref.: due on The “ FROM ”address and “TO” address shall be written without fail.

10.16.2. The Financial Proposal (**Envelope-B**) shall contain rates of item quoted by the bidder. The Financial Proposal cover shall be marked as **“Financial Proposal for SUPPLY OF DESKTOP COMPUTERS , NETWORK EQUIPMENT AND INSTALLATION”** – Bid Ref.: due on: The “FROM” address and “TO” address shall be written without fail.

10.16.3. Out Cover: The Technical Proposal cover (Envelope-A) and Financial Proposal cover (Envelope B) shall then be put in a single outer envelope and sealed.

The outer cover shall be marked as **“Bid for SUPPLY OF DESKTOP COMPUTERS, NETWORK EQUIPMENT AND INSTALLATION”** –Bid Ref.: due on _____. The “FROM” address and “TO” address shall be written without fail.

10.17. Mode of Submission of Bids

10.17.1. The Bid should be addressed to “Assistant Director Finance/Secretary Central Purchase Committee, Admin Block, Women University of Azad Jammu and Kashmir Bagh”.

10.17.2. The Bids received after Due Date and Time or Unsealed or incomplete or submitted by Fax or Email will be summarily rejected.

11. MODIFICATION/WITHDRAWAL OF THE TENDER

11.1. The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

11.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

12. BID OPENING

12.1. Technical Proposal Opening

The bid’s outer cover and Technical Proposal cover will be opened by the Central Purchase Committee of the University on the date and time as specified in the Tender Notice /Bid Data Sheet. The bids will be opened in the presence of the bidders who choose to be present. A maximum of two representatives for each bidder would be allowed to attend the Bid Opening.

12.2. Suppression of facts and misleading information

12.2.1. During the bid evaluation, if any suppression or misrepresentation of information is brought to the notice of the Purchase Committee, the Committee shall have the right to reject the Bid and if it happens so after selection of the Bidder, the Central Purchase Committee may terminate the Contract or award of the Contract or further processing of the Bid as the case

may be and that will be without any compensation to the Bidder and the Bid Security/Performance Guarantee, as the case may be, shall be forfeited.

- 12.2.2.** It is the Bidder's responsibility to prove the Bidder's requisite qualification, experience and capacity to undertake the project to the entire satisfaction of the Central Purchase Committee failing which the Bid may be rejected.

13. PRELIMINARY EXAMINATION

13.1. The Procuring Agency shall examine the bids to determine whether they are complete, whether the required documents have been furnished and properly signed, and whether the bids are generally in order.

13.2. In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

14. DETERMINATION OF RESPONSIVENESS OF THE BID

14.1. The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 14.1.1.** meets eligibility criteria for the Bidder / the Goods / the Services;
- 14.1.2.** meets all the mandatory requirements of the evaluation criteria.;
- 14.1.3.** meets the Technical Specifications for the Goods / the Services;
- 14.1.4.** meets the delivery period / point for the Goods / the Services;
- 14.1.5.** is accompanied by the required Bid Security;
- 14.1.6.** is otherwise complete and generally in order;
- 14.1.7.** Conforms to all terms and conditions of the Tender Document, without material deviation or reservation
- 14.1.8.** which offers one Brand/Model/Make for each item (which does not contain any option)

14.2. A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.

14.3. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

14.4. The Central Purchase Committee may inspect the setup of the Bidder

15. TECHNICAL EVALUATION CRITERIA

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected. The Eligible/Technically Qualified Bidders will be considered for further evaluation.

Under PPRA Rules # 30, Technical Bids will be evaluated on the basis of following criteria and Financial Bids of only those bidders will be opened who have fulfilled the criteria:

Mandatory Requirements	Documents Required	
Sales Tax Registration	Certificate of Registration	Mandatory
Income Tax Registration	Certificate of Registration	Mandatory
Conformance to the required specification of items given in Schedule of Requirement	Detailed Specifications with Brand and Model if any	Mandatory
Company Firm is not black Listed	Affidavit /Bidder’s Undertaking on stamp paper	Mandatory
Tier Partnership/dealership of the Quoted Brands for Desktop Computers	Authorization Certificate of quoted brand from the Manufacturer	Mandatory
At least three relevant supply order/contract received for desktop computers and network equipment from year 2014 onwards	Copies of Supply Orders/Contracts received by the Bidder	Mandatory

The bidder must provide Verifiable documentary proof and sample against all the mandatory requirement along with the Technical Proposal and no document/sample will be received or considered after opening of the Technical Proposal.

16. FINANCIAL PROPOSAL EVALUATION

16.1. Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each Lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s).

16.2. Financial Proposal evaluation will be conducted under the AJK PPRA Rules, 2017. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

17. REJECTION AND ACCEPTANCE OF THE TENDER/BID

- 17.1.** The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), under AJK PPRA Rules 2017 without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 17.2.** The Tender / bid shall be rejected if:
- 17.2.1.** It is substantially non-responsive; or
 - 17.2.2.** The bidder does not meet any of the mandatory criteria mentioned in Clause No. 15; or
 - 17.2.3.** It does not contain the documentary proof against any of the mandatory criteria mentioned in Clause No. 15; or
 - 17.2.4.** The bidder does not have authorization certificate from the manufacturer.
 - 17.2.5.** The bidder is not authorized partner/dealer for quoted brand of desktop computer.
 - 17.2.6.** The bid is incomplete, partial, conditional, alternative, late; or
 - 17.2.7.** the bidder does not attach Bid Security in Shape of CDR; or
 - 17.2.8.** the bid security is not attached or it is less than the required amount; or
 - 17.2.9.** the Bidder submits more than one Bids against one Tender; or
 - 17.2.10.** the Bidder tries to influence the Tender evaluation / Contract award; or
 - 17.2.11.** the Bidder engages in corrupt or fraudulent practices in competing for the Contract award; or
 - 17.2.12.** there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
 - 17.2.13.** The Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.
 - 17.2.14.** The bidder quotes partial items in a lot.
 - 17.2.15.** The specification given by the bidders are of low quality and not as per specifications given in the Tender Document.

18. CONTACTING THE PROCURING AGENCY

Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

19. ANNOUNCEMENT OF EVALUATION REPORT

The Procuring Agency shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of Contract. The report shall be made available on AJK PPRA website and all the bidders shall be informed of this.

20. AWARD OF CONTRACT

20.1. The Tender will be awarded to the Lowest Evaluated Bidder who has been declared Technically Qualified.

21. Letter of Acceptance (LOA)

After acceptance of the Bids by the Central Purchase Committee, Letter of Acceptance (LOA) will be issued only to the Successful Bidder(s).

22. PAYMENT OF PERFORMANCE GUARANTEE (PG)

22.1. The Successful Bidder(s) will be required to remit the Performance Guarantee equivalent to **10 % of the value of the contract price**. The PG should be paid by way of Cash Deposit Receipt (CDR) or Bank Guarantee drawn in favor of "Treasurer Women University of Azad Jammu and Kashmir Bagh" as unconditional Guarantee.

22.2. The PG should be submitted after receipt of Letter of Acceptance for signing the contract.

22.3. The Performance Guarantee will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Bid Documents or if the Bidder(s) fails to sign the contract.

23. REFUND OF BID SECURITY (BS)

The Bid Security (BS) of the Successful Bidder may be adjusted towards Performance Guarantee payable by the firm. If the successful Bidder(s) submits Performance Guarantee for the stipulated value in full by way of Cash Deposit Receipt (CDR) and/or Bank Guarantee, the BS will be refunded. The BS of the unsuccessful Bidder will be refunded on the written request of the

Bidder. The Bid Security of the successful bidder shall be released upon his request provided the bidder submits the Performance Guarantee in the shape of CDR and/or Bank guaranty.

24. ISSUANCE OF SUPPLY ORDER OR SIGNING THE CONTRACT

The Purchase Committee shall issue Supply Order or sign a Contract with the Successful bidder who has submitted the Performance Guarantee.

25. REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY

25.1. 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 10 days after the announcement of the bid evaluation report.

25.2. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

25.3. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

25.4. Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

GENERAL CONDITIONS OF CONTRACT / SUPPLY ORDER

26. DELIVERY OF ITEMS

26.1. Delivery Period for of items will be as under:

Delivery Period (From issuance of Supply Order/Signing of Contract)	Supply of Desktop Computers, Network Equipment and Installation.	15 days
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26.2. The Supplier will be responsible for **delivery and installation of items** Department of IT and CS, Women University of Azad Jammu and Kashmir Bagh:

26.3. The Bidder must get the items inspected at the University.

26.4. The supplier will bear all costs associated with the preparation, delivery and installation of the Items and the Purchaser will in no case be responsible or liable for those costs. The supplier will make such arrangements to ensure safe delivery of goods. Any damage sustained during transportation / delivery will be rectified by the supplier at his cost.

27. LIQUIDATED DAMAGES

- 27.1.** When the supplier fails to deliver or install the goods or both within the time period specified in the contract, the Purchase Committee may, without prejudice to any other remedy it may have under the contract, deduct from the contract price, as liquidated damages, **a sum equivalent to 0.1% of the price of the delayed goods per day of delay, maximum up to 10% of the price of total value of the contract.**
- 27.2.** The Successful Bidder will be responsible to provide the delivery, delivery Challan, Bill and Sales Tax Invoice within the delivery period in order to avoid Late Delivery Charges.

28. INSPECTION AND TESTS

- 28.1.** The Central Purchase Committee of University shall inspect and test the Goods supplied, the Services provided, under the Contract/Supply Order, to verify their conformity to the Technical Specifications.
- 28.2.** The Central Purchase Committee of University, if deem necessary, may inspect and check the quality of Items at the premises of the Contractor / Successful Bidder.
- 28.3.** During the inspection, the items may be rejected or the bidder will be required to rectify / modify the items:
- 28.4.** Items will be accepted only after the inspection carried out by the Central Purchase Committee. The Central Purchase Committee will check that:
- 28.4.1.** Items provided are as per specifications given.
- 28.4.5.** **Computers will be verified from online portal of the brand.**
- 28.5.** After the inspection or test if the Purchase Committee is of the opinion that items do not conform to the specification and the criteria mentioned above, the Purchase Committee may reject them, and the supplier shall either replace the rejected goods or make all alterations necessary to meet the requirements of the specifications free of cost to University.

29. RELEASE OF PERFORMANCE GUARANTEE (PG)

The Performance Guarantee will be refunded to the Successful Bidder(s) **after 06 months of delivery of Goods.**

30. CONTRACT AMENDMENT

- 30.1.** The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.
- 30.2.** No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

31. TERMINATION FOR DEFAULT

The Purchase Committee of the University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part if:

- 31.1.** the bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- 31.2.** the successful bidder fails to deliver goods and services as per its technical specifications offered in the bid.
- 31.3.** the successful bidder fails to perform any other obligation(s) under the Contract.
- 31.4.** the bidder, in the judgment of the Purchase Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

32. MECHANISM FOR BLACKLISTING

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per mechanism provided in AJK PPRA Rules, 2017.

33. Force Majeure

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but

are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

34. TERMINATION FOR INSOLVENCY

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

35. FORFEITURE OF PERFORMANCE SECURITY

35.1. If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

35.2. Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

36. PAYMENT

36.1. 100% payment will be made by the University to the Successful Bidder after delivery of goods and on receipt of the following documents:

- i. Bill
- ii. Delivery Challan
- iii. General Sales Tax Invoice
- iv. Inspection/Completion report

37. Warranty

- 37.1.** The Supplier shall confirm that the goods supplied under this contract are new and unused. The Supplier shall further warrant that all goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omission of the supplier that may arise under the normal use of the supplied goods in the conditions prevailing in the University.
- 37.2.** The Purchase Committee shall notify the supplier in writing of any claim arising under the warranty. Upon receipt of such notice, the supplier shall repair or replace the defective goods or parts within **15 days**, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination and their installation.

38. Technical SPECIFICATIONS AND SCHEDULE OF REQUIREMENT

<u>S/No.</u>	<u>Items Description</u>	<u>Qty</u>
1	<u>Desktop Computer (Branded and verifiable from online web portal of brand)</u> HP Desktop Computer Model Elite 600/800 Or Equivalent Intel Core i5, 6 th Generation Ram: 4GB, Hard Disk: 500GB DVD/RW, Keyboard and Mouse, LED: 20''	50
2	<u>Network Switch(Branded)</u> Cisco 28Ports Or Equivalent 10/100 + 4 Gigabit Ports SFF and 02 SFF Ports Managed Switch With Complete Mount Kit	02
3	<u>Patch Panel</u> Patch Panel 24 Port (Premiumline or equivalent) With Complete Mount Kit	02
4	<u>Cabinet</u> 12U, Double Section With Complete Mount Kit	02
5	<u>UTP Cable</u> CAT-6 (1000 Feet Each Roll)	05 Roll
6	<u>Duct</u> Adam Jee or equivalent 40 x 40	14 Length
7	<u>Duct</u> Adam Jee or equivalent 25 x 38 or	04 Length
8	<u>Duct</u> Adam Jee or equivalent 60 x 60 or	02 Length
9	<u>Duct</u> Adam Jee or equivalent 1'' for Electric Wiring	10
10	<u>I/Os</u> 3M / Premiumline or equivalent with Single Face Plate and Back Boxed CAT-6 UTP	60
11	<u>UTP Patch Cords</u> CAT-6 3M / Premiumline or equivalent, 1 Meter	60
12	<u>Connector</u> RJ-45, 3M (100 Connectors Per Box)	01 Box
13	<u>Multimedia Projector Ceiling Mount Kit</u> 3 Feet	02
14	<u>Power Cable</u> 15 Meter	02
15	<u>HDMI Cable</u> 15 Meter	02
16	<u>Complete Installation</u> LAN Deploying, Service Charges of Drilling, Ducting, Cabling, Laying, Punching and Termination of I/Os	02 Labs

Annexure- A

Technical Proposal Covering Letter

To

Secretary Central Purchase Committee,

Women University of Azad Jammu & Kashmir Bagh,

Bagh.

Dear Sir,

We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes. We have attached the **Technical Bid Form, Check List, Detailed Specifications** and the required **supporting documents** along with our Technical Bid.

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory Name of Firm Address

Annexure-C

Technical BID FORM

S#	Particulars	Bidder's Response
A	Information about the Bidder	
01	Name of the Company	
02	Year of Incorporation/Registration	
03	NTN Registration Number	
04	GST Registration Number	
05	No. of Branches in Pakistan/AJK	
06	Location of Branches in Pakistan/AJK (Cities)	
07	Address	
08	Office Telephone Number	
09	Email Address of the Company/Firm	
10	Name of Contact Person	
11	Mobile No. of Contact Person	
12	Email Address of Contact Person	

B	Delivery and Installation Period (No. of Days) offered by the Bidder	
	Name of the Lot	No. of Days from issuance of Supply order/ signing of Contract
1	Supply of Desktop Computers, Network Equipment and Installation	

D- Past Performance (Detail of Top Three relevant Projects Completed from 2014 onwards)						
S#	Name of Project	PO/LOA/ Contract No & Date	Value of Project	Item Detail	Customer (Name of Institution)	Customer Contact Person Name and Phone No.
1						
2						
3						

Annexure- D AFFIDAVIT/BIDDER'S UNDERTAKING ON THE STAMP PAPER

Ref: **Tender No.** WUB/FIN/PUR/02/2019

1. We have examined the Tender/Bid Document and we undertake to meet the requirements regarding supply of Items, warranty and services as required and are prescribed in the Tender Document.
2. It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with.
3. We have read the provisions of Tender/Bid Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We agree to unconditionally accept all the terms and conditions set out in the Tender/Bid Document
5. We undertake, if our Bid is accepted, to supply the items within the delivery period mentioned in the Tender Document.
6. We understand that no document regarding evaluation criteria will be accepted after opening of the Technical Bids and we are bound to provide all the documentary proofs regarding evaluation criteria or any other supporting document at the time of opening of Technical Bids.
7. We agree that the Central Purchase Committee of Women University of Azad Jammu and Kashmir Bagh is not bound to accept the lowest or any of the bids received. We also agree that the Women University of AJ&K Bagh reserves the right in absolute sense to reject all the products/ services specified in the Bid Response without assigning any reason whatsoever under AJK PPRA Rules 2017.
8. We also declare that our Company/Organization is not blacklisted by any of the Departments/ Institutions/Autonomous Bodies/Federal or Provincial Government in Pakistan.

Name and Signatures of Authorized Person
Designation
Stamp

[Name and Signatures of authorized Person along with stamp]

Annexure- E Financial Proposal Form
(to be attached with Financial Proposal)

To

Secretary Central Purchase Committee,

Women University of Azad Jammu & Kashmir Bagh,

Bagh

Dear Sir,

With Reference to your Tender No. WUB/FIN/PUR/02/2019 for the supply of Desktop Computers, Network Equipment and Installation. Please find attached our Financial Proposal for the sum of Rs. (insert amount in words and figures). This amount is inclusive of all taxes.

We have attached the Bid Security of amount Rs. (insert amount in words and figures) having CNo. along with our Financial Bid.

Yours sincerely,

Authorized Signature

Annexure- F**Price Schedule***(Please attach this page along with Financial Bid or quote rates on the Letter Head of the Bidder)*

S/No.	Items Description	Qty	Unit Rate with GST	Total Amount with GST
1	Desktop Computer	50		
2	Network Switch	02		
3	Patch Panel	02		
4	Cabinet	02		
5	UTP Cable	05 Roll		
6	Duct	14 Length		
7	Duct	04 Length		
8	Duct	02 Length		
9	Duct	10		
10	I/Os	60		
11	UTP Patch Cords	60		
12	Connector	01 Box		
13	Multimedia Projector Ceiling Mount Kit	02		
14	Power Cable	02		
15	HDMI Cable	02		
16	Complete Installation	02 Labs		

Annexure- G Contract Agreement Form

THIS AGREEMENT made the [day] day of [month] [year] between [Women University of Azad Jammu and Kashmir Bagh] (hereinafter called "the University") of the one part and [name and address of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the University invited Tenders for certain goods and related services, viz, *for the Desktop Computers, Network Equipment and Installation* and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Rs. [Contract Price in figures and in words] (hereinafter called "the Contract Price").

NOW THEREFORE the parties hereby agree as follow:

- 1- The following documents attached shall be deemed to form and integral part of this Contract:
 - i- Tender/Bid Document
 - ii- Letter of Acceptance
 - iii- Performance Guarantee equal to 10% of Contract Price in shape of CDR or Bank Guarantee.
- 2- The Terms and Conditions of Supply Order/Contract given in the Tender/Bid Document will be applicable.
- 3- The mutual rights and obligations of the University and the Supplier will be preserved in light the of Terms and Conditions mentioned in the Tender /Bid Document.

IN WITNESS whereof the parties have caused this Contract to be executed in accordance with the laws of Pakistan on the day, month and year written above.

For Women University of AJ&K Bagh:

For the Supplier:

Signature

Print Name

Title

Annexure- H**Bank Guarantee Format for Performance Security**

[This is the format for the Performance Security to be issued by a scheduled bank of Pakistan]

Contract No: Date:

To:

[Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

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

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Rs. *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the bank]

Signature

Seal