



**Tender Document
Supply of Student Chairs**

**University of Baltistan, Skardu
Kargil Road, Hussainabad Skardu
Phone No. 05181-990069-70**

INVITATION TO BID

No. UOBS-TO-0224/01

February 02, 2024

University of Baltistan Skardu (UoBS) invites sealed tenders from manufacturer (Boss, Citizen, Apple or Equivalent) /authorized dealers and registered firms (Sale tax/ income tax) for following item in accordance with PPRA Rules-2004, under “Single Stage-Two Envelopes procedure”:

Item Name	Specification	Qty
Student Chair (with Writing Pad)	<ul style="list-style-type: none"> ▪ Overall Chair Dimensions: Width: 21”, Back Height: 32.5”, Seat Height: 18”, Depth: 26” ▪ Overall Writing Pad Dimensions: Width: 15.5”, Length: 22.5” ▪ Chair Legs and Tablet Arm metal Frame made of 1” Round 18 Gauge CR Tubes. ▪ Chair Shell Supports (V Shaped, 2 Nos.) made of 7/8” 16 Gauge CR Tubes. ▪ Tablet Arm Metal Sheet made of 16 SWG MS Sheet. ▪ Plastic Seat and Plastic Writing Pad made of High-Density Polyethylene Plastic material double ply / air cushioned. ▪ Plastic Seat Fixed with Frame with 2 Nos. ▪ Plastic Writing Pad having molded nuts. ▪ Chair Tablet Arm rotatable at 90° Angle for easiest movement of Students. ▪ Detachable Tablet arm attached / fixed with chair using 6 mm thick nut and bolts. ▪ Overall metal frame powder coated with Berger/ICI Bercoat powder coating baked at 250° Celsius. ▪ Accessorized with Boots, Footrests, plugs for enhance product life and to reduce floor fraction noise. <p style="text-align: center;"><u>(While the above specifications outline the minimum requirements, bids proposing chairs with features higher strength, higher weight capacity, ergonomic design, extended warranty will be favorably evaluated.)</u></p>	300

- The detailed specification of items along-with terms & conditions are mentioned in the tender document which can be downloaded from the university’s website **www.uobs.edu.pk** or PPRA website.
- The bidders must submit Pay order CDR or bank draft amounting to Rs. 1000 (Non-refundable) drawn in the favour of Treasurer, University of Baltistan Skardu as tender document fee.
- The tender documents can be submitted with 2% of the bid value as earnest money including taxes in shape of pay order/demand draft in favor of Treasurer, UOBS latest by 11:00am on 21-02-2024 to the undersigned along with sample. The tenders will be opened at 11:30am on the same day in the presence of the bidders or their

representatives at the office of Treasurer, University of Baltistan Hussainabad Kargil Road, Skardu. UOBS reserves the right to reject all or any bid in accordance with PPRA Rule. This tender advertisement can also be browsed at PPRA/UOBS websites i.e. <http://www.ppra.org.pk> & www.uobs.edu.pk.

Assistant Treasurer (P)
University of Baltistan,
Skardu
Phone: 05815-990069

Section-II Instructions to Bidder:

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

1. Scope of Bid

University of Baltistan invites sealed bids for supply of Student Chairs.

2. Source of funds

- a) Public Fund

3. Eligible Bidder

- a) This Invitation for Bids is open to all original manufacturers/ their authorized agents in case of imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods who must be registered (NTN, GST, on Active Tax Payers List of FBR etc.).
- b) Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE. Bidders blacklisted by any Government (Federal, Provincial or Local) or a public sector organization are also NOT ELIGIBLE.

4. Corruption and Fraud

- a) The Government of Pakistan defines Corrupt and Fraudulent Practices as “corrupt and fraudulent practices” which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty”.
- b) Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

5. Eligible Goods and Services

- a) All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services.
- b) For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, installation, after sale service /support and trainings etc.

6. Cost of Bidding

- a) The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Bidding Procedure

7. Applicable Bidding Procedure

- a) The bidding procedure is governed by Public Procurement Rule 36 “Procedures of Open Competitive Bidding” sub-rule (a) “Single stage – Two Envelop procedure”.
- b) The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: Two Envelope Procedure

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

- (viii) 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 bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the ***most advantageous bid** shall be accepted.

The Bidding Documents

8. Contents of the Bidding Documents

- a) The goods required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Documents. In addition to the Invitation for Bids, this Bidding Documents include:
 - Instructions to Bidders (ITB)
 - Schedule of Requirements
 - Technical Specifications
 - Evaluation Criteria
 - Bid Forms
 - Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract.
- b) The “Invitation for Bids” (IFB) Notice is not a formal part of the Bidding Documents and is included as a reference only.
- c) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and may result in the rejection of its bid.

9. Clarification(s) on Bidding Documents.

A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

10. Amendment(s) to the Bidding Documents.

- a) At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s)

requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

- b) All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.
- c) In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

Preparation of Bids

11. Documents comprising the Bids.

- a. The Bid shall comprise the Bid Forms of this Bidding Document and all those ancillary documentations that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms.
- b. The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

12. Bid Price

- a) The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, he proposes to supply under the Contract.
- b) Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initialed. Every page of the bid is to be signed and stamped at the bottom.
- c) The Bidder should quote the prices of goods according to the technical specifications as provided in this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- d) The Bidder is required to offer a competitive price. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/quoted price shall be considered as inclusive of all prevailing taxes/ duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.
- e) The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
- f) Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.
- g) While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

13. Bid Currencies

- a) Prices shall be quoted in Pak Rupees.

14. Supporting Documents to judge specification

- a) The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.

15. Documentation on Eligibility of Bidders

- a) Bidder shall furnish, as part of its bid (along with Bid Form & Price Schedule) the documentary evidence mentioned in the eligibility criteria for the Bidder's eligibility and its qualifications to perform the Contract if his bid is accepted: -
 - Minimum three (03) years of experience in supplying of quoted items,
 - Duly authorized by the Manufacturer/ Principal of Leading Brands.
 - Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR (where applicable).
 - Affidavit duly attested by the Oath Commissioner/ Notary Public to the effect that the respective bidder is not black listed by any Government (Federal, Provincial or Local) or a public sector organization.
 - Manufacturer's warranty (One year).
 - Bank statements of last of six months.
 - In case of JVs proper

Details are covered in the **Section IV** containing Eligibility criteria.

16. Bid Security

- a) Bidder shall furnish, as part of its bid, a Bid Security @ 2% of the total Quoted Bid Value in Pak Rupees. in the shape of pay order/demand draft/ call deposit in the name of University of Baltistan, Skardu. Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.
- b) The successful Bidder's Bid Security shall be discharged upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by University of Baltistan, Skardu with the Bank of the successful bidder.
- c) The bid Security may be forfeited:

if a Bidder withdraws its bid during the period of bid validity;

Or

In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security.

17. Bid Validity

- a) Bids shall remain valid for 90 days after the date of opening of bid prescribed by the Procuring Agency. A bid having validity for a shorter period shall be rejected by the Procuring Agency as non-responsive.

- b) The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- c) Bidders who;
 - I. agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - II. Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

Submission of Bids

18. Sealing and Marking of Bids

- a) The envelopes shall be marked in bold and legible letters to avoid confusion.
- b) The inner and outer envelope shall:
 - I. be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
 - II. Bid Reference No. indicated in the Invitation for Bids, and a statement: "DO NOT OPEN BEFORE," the time and the date specified in the Invitation for Bids for opening of Bids.
- c) The bids must be delivered by hand or by courier so as to reach the office of Assistant Treasure (P), University of Baltistan, Skardu on the date and time prefixed in the Invitation for Bids (IFB). Bids submitted through telegraph, telex, fax or email shall not be entertained.

19. Deadline for Submission of Bids

- a. Date, Time and Venue mention in the Invitation to Bid.
- b. The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Late Bids

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant shall be rejected and returned unopened to the Bidder.

21. Withdrawal of Bids

- a) The Bidder may withdraw its bid after the bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.

- b) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder.

22. Opening & Evaluation of Bid.

- a) The bids received shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives who may choose to be present University of Baltistan, Skardu.
- b) All Bidders in attendance shall sign an attendance sheet.
- c) Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- d) The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid. The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).
- e) In the Financial Bids 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 Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.
 - If there is a discrepancy between words and figures, the amount in words shall prevail.

23. Rejection of Bids

- a) The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. The Procuring Agency may upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- b) Conditional or incomplete bid/bids shall be rejected.
- c) The bid/bids received with over-writing, cutting and doubtful figure shall be rejected.
- d) The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards Bidders who have submitted bids.
- e) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

24. Re-Bidding

- a) If the Procuring Agency rejected all bids, it may call for a re-bidding.
- b) The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

25. Announcement of Evaluation Report

Announcement of Evaluation Report will be as per PPR, 2004.

26. Contacting the Procuring Agency

- a) No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.
- b) Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

Award of Contract

27. Acceptance of Bid and Award Criteria

- a. The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.

28. Procuring Agency's Right to vary quantities at the time of Award

- a. The Procuring Agency reserves the right at/after the time of award of Contract to increase or decrease, the quantity of goods up to 15% as originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

29. Notification of Award

- a) Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that his bid has been accepted.
- b) The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
- c) The enforcement of the Contract shall be governed by Rule 44 of the PPR-2004.

SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Schedule of Requirements:

The Furniture and Fixture shall be delivered and installed in accordance with the following schedule of requirements: -

S. No	Milestone	Time Period
1 (a)	Supply of Student Chairs	Within Two weeks from date of issuance of Supply order

Penalties for Late deliveries of supplies: The supplies shall be delivered in accordance with the Supply Orders to be issued by University of Baltistan, Skardu. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as per Purchase Order	Total delivery period
Without penalty	07 days	07 days
With penalty @ 1% per day after 07 days of issuance of Supply Order upto maximum of 10% of the total contract value.	10 days	14 days

Technical Specifications

Specifications of Student Chair

S. No.	Item Name	Specification	
1.	Student Chair (with Writing Pad)	<ul style="list-style-type: none">▪ Overall Chair Dimensions: Width: 21", Back Height: 32.5", Seat Height: 18", Depth: 26"▪ Overall Writing Pad Dimensions: Width: 15.5", Length: 22.5"▪ Chair Legs and Tablet Arm metal Frame made of 1" Round 18 Gauge CR Tubes.	

		<ul style="list-style-type: none"> ▪ Chair Shell Supports (V Shaped, 2 Nos.) made of 7/8" 16 Gauge CR Tubes. ▪ Tablet Arm Metal Sheet made of 16 SWG MS Sheet. ▪ Plastic Seat and Plastic Writing Pad made of High-Density Polyethylene Plastic material double ply / air cushioned. ▪ Plastic Seat Fixed with Frame with 2 Nos. ▪ Plastic Writing Pad having molded nuts. ▪ Chair Tablet Arm rotatable at 90° Angle for easiest movement of Students. ▪ Detachable Tablet arm attached / fixed with chair using 6 mm thick nut and bolts. ▪ Overall metal frame powder coated with Berger/ICI Bercoat powder coating baked at 250° Celsius. ▪ Accessorized with Boots, Footrests, plugs for enhance product life and to reduce floor fraction noise. <ul style="list-style-type: none"> • <u>(While the above specifications outline the minimum requirements, bids proposing chairs with features higher strength, higher weight capacity, ergonomic design, extended warranty will be favorably evaluated.)</u> 	
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SECTION IV

EVALUATION CRITERIA

(A) Technical Evaluation Criteria:

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:

Sr. No.	Description	Allocated Marks
1	Company Profile, Experience & International Certifications if any. (35 Marks)	
i	Company Profile Years of operations (From Registration date of NTN / FBR) · Two (02) marks for one (01) year experience will be awarded. · Maximum marks will be awarded, if the firm has 05 years or more experience.	10 marks
ii	Relevant Experience Similar assignments / supplies over last 05 years. 1 similar project= 05 marks 2 similar projects= 10 marks 3 similar projects = 15 marks Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.	15 Marks
iii	Value of Projects Capital Cost of similar projects / Supplies completed over last 05 years If the total value is equal to or more than the value of current project i.e. PKR [2.5 Million] For one project= 05 marks will be awarded For two or More projects =10 marks will be awarded Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.	10 marks
2	Financial Position (Total 15 Marks)	

i	Annual Turnover (last 03 years) If the total annual turnover indicated in audit report/tax return of last three years is equal or above PKR: 30 Million, then maximum allocated marks may be awarded. If total turnover during last three years is up to PKR [10 Million] = 05 marks If total turnover during last three years is up to PKR [20 Million] = 10 marks If total turnover during last three years is upto PKR [30 Million] = 15 marks Audit statement/Tax Returns of last three financial years must be attached, otherwise, no marks shall be awarded.	15Marks
3	Specific Criteria (Total 40 Marks)	
i	List of Staff (Administrative, Skilled and Unskilled Staff/Works)	10 Marks
ii	Registration as Manufacturer of Furniture (In FBR)	15 Marks
iii	Production Unit/Workshop	25 Marks

The bidder must provide Verifiable documentary proof against all the mandatory requirement along with the Technical Proposal and no document will be received or considered after opening of the Technical Proposal. Demonstration will be held for confirmation of specifications of the quoted item/model. The Qualifying marks are sixty-five (65). Conformance to the required specification of items given in Schedule of Requirement will be evaluated by the Evaluation Committee/Technical Committee. The Evaluation Committee or Technical Evaluation Committee will ask for physical Demonstration or samples of any item given in the Tender Document for confirmation of specifications if needed.

(B) Financial Evaluation:

Financial bids of eligible and technically qualified firms will be opened before the bidder's representatives who wish to attend the tender opening.

Financial Proposal Evaluation:

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 shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s) or items.

Financial Proposal evaluation will be conducted under the PPRA Rule. 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.

Financial proposal will be evaluated on the basis of One person One Bid in terms of PPRA Rules. No serial # or item name will be changed in the financial proposal. The bidder will quote per unit rate with GST and Total amount with GST as per given serial number/item name in the bidding documents. The bidder will follow the bidding documents in letter and spirit

Note: The most advantageous bid will be awarded the contract as per PPR,2004.

Section: V:

FINANCIAL BID FORM-04

Price Schedule

User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Bid.

Name of the Firm:

Bid Ref: **No:UOBS-TO-0124-01**

S.#.	Name of the Item	Specification	Brand Name	Model No	Unit Price (Inclusive of all applicable taxes)*	Qty	Final Total Price (Inclusive of all applicable taxes)
	(a)		(b)	©	(d)	(e)	f=(d x e)
1.	Student Chair						

FINAL TOTAL PRICE (in words):-----

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

Section-VI

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.

1. Definitions

The Purchaser is: University of Baltistan, Skardu.

The Delivery Site is: Hussainabad, Skardu.

2. Inspection and Tests

- i. After delivery of goods at the Purchaser's premises, the Purchaser shall inspect the quantity, quality, specifications of goods.
- ii. The Inspection Committee of the Inspection Committee of University of Baltistan, Skardu will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

3. Packing

Packing & accessories: All the items to be provided in proper company packing with brochures.

4. Transportation and delivery requirements

- i. The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.
- ii. The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- iii. All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

5. Payments

Payment to the successful bidder/Supplier will be made subject to:

- Satisfactory delivery, inspection, testing and configuration of items.
- Upon submission of required documents.
- On submission of invoice for payment to treasurer office UOBS, after fulfilling codal formalities.
- 100% payments will be made after successful testing and commission through cross cheque by UOBS Skardu.

6. Prices

Prices shall be: Fixed.

7. Liquidated Damages

Applicable rate: Penalties for delayed delivery of Office Stationery shall be as under:

Mode of Penalty	100% Quantity as Per Purchase Order	Total delivery period
Without penalty	07 days	07 days
With penalty @ 1% per day after 07 days from date of issuance of Purchase Order upto maximum of 10% of the total Contract Price	07 days	14 days

8. Resolution of Disputes

The dispute resolution mechanism to be applied shall be as follows:

In the case of any dispute concerning the interpretation and/or application of this contract shall be settled through arbitration. The Treasurer, UOBS or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the parties.

General Conditions of Contract (GCC)

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Purchaser (University of Baltistan, Skardu.) and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.

(c) "The Supplies" means all those furniture and/or other material which the Supplier is required to supply to the Purchaser under the Contract.

(d) "The Services" means those services ancillary to the supply of the goods, such as transportation of goods upto the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means Special Conditions of the Contract.

(g) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.

(h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

2. Application

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

3. Standards

The Goods supplied under this Contract against the "Purchase Order", 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.

4. Packing

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

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

5. Payment

- I. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- II. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.
- III. Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.
- IV. The currency of payment is Pak. Rupees.

6. 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, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

7. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

8. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.

9. Termination for Default

I. 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:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from time to time under this Contract; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

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

10. Force Majeure

- I. Notwithstanding the provisions of GCC Clauses, the Supplier shall not be liable for forfeiture of its bid 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.
- II. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- III. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. Resolution of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

12. Applicable Law

The Contract shall be interpreted in accordance with the laws of the country.

13. Notices

- I. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- II. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

CHECK LIST (Mandatory)

S. No.	Description	Attachment (Yes/No)	Valid / Invalid	Page No.
1	Copy of CNIC of the Owner of Firm			
2	Complete address where business is being run (as mentioned in FBR record)			
3	Copy of CNIC of the Authorized Person (if any)			
4	Power of Attorney / Authority Letter (In case any person has been authorized)			
5	Registration Certificate of Company / Firm / Corporation / Supplier etc. under the laws of Pakistan			
6	Valid Income Tax Registration and active taxpayer / return filer/ Certificate			
7	Valid General Sales Tax registration (status=Active with FBR) and active return filer			
8	Copy of Income Tax and GST Returns submitted to the FBR for the last fiscal year			
9	Documents pertaining to the experience regarding the supply of items such as copies of Supply orders, bills etc.			
10	Financial position / Bank statement of the last fiscal year			
11	Compliance to the technical specifications of item(s)/ goods (all items) to be procured mentioned in this document (Undertaking)			
12	Submission of required undertaking on stamp paper duly attested by notary public that the firm is not blacklisted by any of Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan etc.			
13	Certificate to the effect that the rates are not abnormal (on Company/firm Letter Head).			

Name & Designation _____

Signature _____ Date _____ Company stamp.

Assistant Treasurer (P)

University of Baltistan Skardu
Phone: 05815-990069