


AIR UNIVERSITY, ISLAMABAD
INVITATION TO BID

Air University, Islamabad is a Federal Chartered Public Sector University (providing Academic and Research / Development facilities), invites sealed bids from the authorized distributors / suppliers/Contractors registered with Income Tax and Sales Tax Departments for supply of Stationary Items.

Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available for the interested bidders at Department of Admin and Support, Air University Islamabad. Sector E-9 Islamabad, Pakistan). Price of the bidding documents is PKR 3,000 (Non Refundable). Bidding documents can also be downloaded from (www.au.edu.pk) free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at Department of Admin and Support, Air University Islamabad. Sector E-9 Islamabad, Pakistan) on or before 16 June 2022 at 1100 Hrs. Bids will be opened the same day at 1130 Hrs. This advertisement is also available on PPRA website at www.ppra.org.pk.


(ABDUL HAYEE)
Air Cdre (Retd)
Director A&S
Air University Islamabad
051 9153232 /246

30/5/22

AIR UNIVERSITY

TENDER NOTICE

PROVISION OF STATIONERY ITEMS

At AIR UNIVERSITY, ISLAMABAD

Tender No: IBD/AU-PROC/09/22

1. Air University (AU) invites sealed tenders, **based on single stage two envelopes bidding procedure** for Supply of Stationery Items. Complete details are available on PPRA website.
2. Tender documents can be obtained from AU w.e.f 01 June 2022 after depositing Rs.3,000/- (non-refundable). Bids must reach AU on or before 16 June 2022 at **1100 Hours**.
3. Air University reserves the right to reject all bids or proposals prior to acceptance or cancel the tendering process under PPRA Rule 33.

Directorate A&S – Air University, Sector E-9, Islamabad Tel: 051-2281470

AIR UNIVERSITY, ISLAMABAD

TENDER DOCUMENTS

**PROVISION OF STATIONERY
ITEMS AT AIR UNIVERSITY,
ISLAMABAD**

INSTRUCTIONS TO BIDDERS &
TENDERING DATA

JUNE 2022

IBD/AU-PROC/09/20

[AIR UNIVERSITY SECTOR E-9 ISLAMABAD]

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CHECKLIST FOR ESSENTIAL DOCUMENTS

CHECKLIST FOR ESSENTIAL DOCUMENTS

Note: Failure to provide any of the documents listed in the checklist below at the time of bid submission would result in technical disqualification of the firm.

S#	Document Name	(Initial if provided)	Page(s) where document is provided
1	Company Profile (to be attached)		
2	Affidavit that firm is not blacklisted by any Government Department/Civil Agency (to be attached).		
3	Duly filled Appendix- A (to be attached).		
4	Latest Bank statement for the last 12 months duly signed & stamped by the Bank (to be attached)		
5	Photocopy of bid security showing bid amount as blanked (to be attached)		
6	Previously completed Purchase Orders & Completion Certificates (to be attached)		
7	Proof of firm's registration with income tax department (to be attached)		
8	Tender document duly signed and stamped by the contractor (to be attached)		
9	Detailed Tax Returns for last 3 years (to be attached)		
10	Audited Financial Statement for last 3 years (to be attached)		

APPENDIX A

SUPPLY OF STATIONERY ITEMS COMPLETED DURING LAST THREE YEARS

[illegible]

Note-1:- Raising of this form is mandatory. Noncompliance would lead to technical disqualification.

Note-2:- The Employer reserves the right to verify above stated details and disqualify the firm at any stage before awarding the contract on providing unauthentic information.

Certificate: I hereby certify that the above details have been read, understood, filled properly & signed as authentic information: -

Authorized Signature, Name & Official Seal of the bidder: _____

INVITATION
TO
TENDERERS

INVITATION TO TENDERERS

Address : Office of A&S
Admin Block Air University,
Sector E-9, Islamabad
051-2281470

Date: 01 June 2022
Tender Reference: AU-PROC/09/20

1. Air University Islamabad invites sealed tenders based on **“single stage two envelope bid procedure (Technical and Financial offers in separate Sealed envelopes)”** from interested Firms.
2. A complete set of Tender Documents may be purchased by interested eligible tenderers on submission of a written application to the Director A&S Air University and upon payment of a non-refundable fee of Rupees One thousand **(Rs. 3000/-)** only.
3. All tenders, accompanied by a Tender Security @ **2%** of bid amount up to maximum PKR: 200,000/-, in favor of “Air University” must be delivered to A&S Office, Air University, Sector **E-9 Islamabad by 1100 hrs on 16 June 2022.**
4. Tenders will be opened on the same day at 1130 hrs in the presence of tenderers' representatives who choose to attend.
5. Each firm can apply for one item or combination of items. Price of each item must be firm and independent of the price quoted for other items. If vendors quote for multiple items, the quotation for each item will be evaluated individually for Purchase Order
6. Air University, after acceptance of responsive bid, reserves the right to issue the work order for any one item or combination of items quoted in the bid.

INSTRUCTIONS
TO TENDERERS
&
TENDERING DATA

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INSTRUCTIONS TO THE BIDDERS

GENERAL

The management of Air University (AU) desires to purchase Stationery Items for Air University, Islamabad.

1 Scope of Tender

1.1 The scope of the tender is as under: -

Air University desires to receive tenders for purchase Stationery Items for Air University, Islamabad Summarized in Tendering Data.

Each firm can apply for one item or combination of items. Price of each item must be firm and independent of the price quoted for other items. If vendors quote for multiple items, price of similar / same items will be considered for comparison.

Air University, after acceptance of responsive bid, reserves the right to issue the purchase order for

- (a) Any one item
- OR
- (b) Combination of more than one items

1.2 Source of Funds

Air University has arranged funds from its own resources.

2 Eligible Tenderers

2.1 Tender is open to all firms and persons meeting the following requirements:

- (a) Holding valid NTN. The same is to be clearly mentioned in the bid.
- (b) Never been black listed by any Government Organization. Latest affidavit to this effect shall be furnished.

3. INSTRUCTIONS FOR BIDDING & COST OF TENDERING

3.2 Cost of Tendering

The bidder shall bear all costs associated with preparation and submission of bid and the AU shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

TENDER DOCUMENTS

4 Contents of Tender Documents

4.1 The Tender Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Clause 6.

- (a) Instructions to Tenderers & Tendering Data
- (b) Conditions of Contract & Contract Data
- (c) Standard Forms:
 - (i) Form of Performance Security
 - (ii) Form of Contract Agreement
- (d) Price Bill of Quantities

5 Clarification of Tender Documents

A prospective tenderer requiring any clarification(s) in respect of the Tender Documents may notify the purchase committee through email.

talal.shahid@mail.au.edu.pk

6 Amendment of Tender Documents

At any time prior to the deadline for submission of bids the AU may for any reason, whether at own initiative or in response to a clarification requested by the bidder, modify the tender documents by issuing addendum.

- (a) Any addendum thus issued shall be part of the tender documents. To afford bidders reasonable time for taking such an addendum into account in preparing their bids, the AU may at its discretion extend the deadline for submission of bids.

PREPARATION OF TENDERS

7 Language of Tender

- (a) Bid documents and all correspondence shall be in English Language.
- (b) The bid shall have a covering letter on printed letter pad of the firm.
- (c) All pages of the bid i.e instructions to bidders, integrity pact, specifications, contract documents and priced List shall be initiated/signed and official seal be affixed by the person(s) authorized to sign.

8 Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components:

- (a) Covering Letter
- (b) Forms of Tender duly filled, signed and sealed, in accordance with Clause 14.3.
- (c) Schedules (A) to Tender and Bill of Quantities duly filled and initialed, in accordance with the instructions contained therein & in accordance with Clause 14.3.
- (d) Tender Security furnished in accordance with Clause 13.2.
- (e) Power of Attorney in accordance with Clause 14.5. if required.
- (f) Documentary evidence in accordance with Clause 11.
- (g) Documentary evidence in accordance with Clause 12.

9 Sufficiency of Tender

- 9.1 Each tenderer shall satisfy himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices entered in the Price Schedule, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Contract.
- 9.2 The tenderer is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the tender and entering into a Contract.

10 Tender Prices, Currency of Tender and Payment

- 10.1 The tenderer shall fill up the Schedule of Prices indicating the unit rates and prices of the items to be supplied under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices of the tender documents.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the tenderer shall remain fixed during the tenderer's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule shall be quoted by the tenderer in the currency as stipulated in Tendering Data.

11. Documents Establishing Tenderer's Eligibility and Qualifications

- 11.1 Pursuant to Clause 8, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 Tenderer must possess and provide evidence of the experience as stipulated in Tendering Data.

12. Documents Establishing Supplies Conformity to Tender Documents (NOT Applicable).

13 BID AMOUNT & TENDER SECURITY

13.1 BID AMOUNT

The bidders are required to ensure that bid amount is firm, final and clearly written/typed without any ambiguity.

- (a) The bidders are advised not to keep any space for bid negotiation.
- (b) **The bid price quoted by bidder for each item shall be inclusive of GST** (as applicable).
- (c) The rates shall be entered against each item in the priced list of tender documents .
- (d) The bidder shall be deemed to have obtained all information as to all the requirements thereto which may affect the bid price.

13.2 TENDER SECURITY / EARNEST MONEY

The bidder shall furnish a tender security/earnest money equivalent to 2% of the total value of bid, up to maximum PKR: 200,000/- in the form of Deposit at Call, or Bank Guarantee issued by a scheduled bank of Pakistan/first class

foreign bank in favor of Air University, Sector E-9 Islamabad valid for a period of 30 days beyond the bid validity date.

- (a) Any bid not accompanied by an acceptable earnest money shall be rejected by the AU as non-responsive.
- (b) The earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder.
 - (i) The earnest money of bidders, who are not shortlisted can be returned earlier at AU discretion upon receiving a written request.
- (c) The earnest money of the successful bidder will be returned when the bidder has furnished the required performance security and signed contract agreement.
- (d) The earnest money may be forfeited:-
 - (i) If a bidder withdraws his bid during the period of validity.
 - (ii) If the bidder does not accept the valid correction (clause-16.4 (b) of his bid price.
 - (iii) In case of the successful bidder, if he fails to furnish the required performance security and/or sign the contract agreement within seven days of the issuance of purchase order.

14 Validity of bids, format, signing and submission of tender

- 14.1 Bids shall remain valid for a period of 12 months from the date of opening of the bid.
- 14.2 All Schedules to Tender are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Tender. If any alteration made or if these instructions be not fully complied with, the tender may be rejected.
- 14.4 Each tenderer shall prepare Original and one copy specified in the Tendering Data of the documents comprising the tender as described in Clause 8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and one copy of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the tenderer to act for and on behalf of the tenderer. All pages of the tender shall be initialed and official seal be affixed by the person or persons signing the tender.
- 14.6 The Tender shall be delivered in person or sent by registered mail at the address to Employer as given in Tendering Data.

15 Deadline for submission, modification & withdrawal of tenders

15.1 Deadline for submission of bid:

(a) Tenders must reach to “office of A&S” Air University, Sector E-9, Islamabad by **1100 hours on 66 June 2022** along with a valid **2% of bid bid amount up to maximum PKR: 200,000/-, in favor of “Air University” must be delivered to A&S Office** Call Deposit. Technical bids will be opened at 1130 hours on the same day.

(b) Any bid submitted after the dead line for tender submission will be returned unopened to such bidder.

15.2 Modification & withdrawal of bid

Following terms will apply for modification or withdrawal of bid.

(a) Any bidder may modify or withdraw his bid after bid submission provided that written notice of the modification or withdrawal is received by the concerned officer prior to the deadline for submission of bids.

(b) No bid shall be modified or withdrawn by a bidder after the deadline for submission of bids.

TENDER OPENING AND EVALUATION

16 Tender Opening, Clarification and Evaluation

16.1 The tenders would be opened, in the presence of tenderers’ representatives who choose to attend, at the time, date and location stipulated in the Tendering Data.

16.2 The tenderer’s name, Technical Offers, the presence or absence of the Tender Security and such other details as the Air University at its discretion may consider appropriate, will be announced by the Air University at the time of tender opening.

16.3 To assist in the examination, evaluation and comparison of Tenders the Employer may, at its discretion, ask the tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-clause 16.5 to 16.7, the Employer will determine the substantial responsiveness of each tender to the Tender Documents. For purpose of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations. It will include to determine the requirements listed in Tendering data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Tender price entered in Form of Tender and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Tender will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the tenderer does not accept the corrected amount of Tender, his Tender will be rejected and his Tender Security forfeited.

- 16.5 A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the tenderer by correction of the non-conformity.
- 16.6 Any minor infirmity or non-conformity or irregularity in a Tender which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of other tenderers.
- 16.7 The Employer will evaluate and compare only the tenders previously determined to be substantially responsive pursuant to Sub-clauses 16.4 to 16.6 as per requirements given hereunder. Tenders will be evaluated for complete scope of Procurement. The prices will be compared on the basis of the Evaluated Tender Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the items offered by the tenderer's comply with specifications of items given in Tender Documents. For this purpose, the tenderer's data submitted with the tender will be compared with technical features/criteria. Other technical information submitted with the tender regarding the Scope of Procurement will also be reviewed.

(b) Commercial Evaluation

Shortlisted Tenderers will be called minimum of One Week after the date of opening of Technical offer. The Evaluation committee will open the commercial offer, in the presence of Tenderers representatives who chose to attend at the time data and location stipulated in the Tendering data. It will be examined in detail whether the tenders comply with the commercial/contractual conditions of the Tender Documents. It is expected that no major deviation/stipulation shall be taken by the tenderers.

16.8 Evaluated Tender Price

In evaluating the tenders, the Employer will determine for each tender in addition to the Tender Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Tender Price:

- (i) Making any correction for errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) Making an appropriate price adjustment for Deviations in terms of Payments.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.6, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Tender Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other tenderers being evaluated in detail in their original Tenders for corresponding item. In case of non availability of price from other tenderers, the price will be estimated by the Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Tender Schedules and Conditions of Contract, as determined by the Employer will be added to the Corrected Total Tender Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Tender Prices.

- (iii) Price Adjustment for Deviation in Terms of Payments Refer to Tendering Data

17 Process To Be Confidential

No bidder shall contact AU on any matter relating to tender from the opening of bid till the award of contract.

AWARD OF CONTRACT

18. Post-Qualification

- 18.1 In the absence of pre-qualification, the tender committee will determine to its satisfaction whether the substantially responsive, lowest evaluated bidder is qualified to satisfactorily perform the order.
- 18.2 The determination will take into account the bidder's financial and technical proposals. It will be based upon an examination of the documentary evidence and physical inspection of few completed projects (as mentioned at Appendix "A" .

19 Award Criteria & AU's Right

- 19.1 The contract will be awarded to substantially responsive lowest evaluated bidder, provided that such bidder has been determined to be qualified to satisfactorily perform the order.
- 19.2 The AU reserves the right to accept or reject any or all the bids prior to award of order without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the AU's action.
- 19.3 **In case selected bidder fails to enter in to contract, Air University may award the contract to the next responsive bidder on the list.**

20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer in writing ("Purchase Order") that his tender has been accepted.
- 20.2 Within 07 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the formal Agreement between the Employer and the successful tenderer shall be executed.

21 Performance Security

- 21.1 The successful bidder shall furnish to the AU a performance security in the form and the amount stipulated in the conditions of contract with in a period of **07 days** after the receipt of letter of acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of sub-clauses 20.2 or clause 21 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.

22 Warranty & Services (NOT APPLICABLE)

KEY FEATURES OF THE SUPPORT PLAN (NOT APPLICABLE)

(a) Telephone Support. For immediate assistance, SUPPLIER provides telephone support between 9:00 a.m. and 4:00 p.m., Monday through Friday by skilled service professionals can answer technical questions and assist with Items operation. If on-site service needed, Contractor will mobilize other support resources from within its Services team. The telephone, fax numbers of the Support personnel will be conveyed on their mobilization.

(b) On-Site Support. During the integration of accessories and Items purchased in this tender, the tenderer shall be responsible to complete the project on-site. Even after completion period, when on-site service is required, Contractor will dispatch authorized service personnel to the site to restore Items to normal operation. The Support Plan entitles the AU to next-day response. Technicians will arrive on-site between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding nationally recognized holidays.

(c) Spares Support and Integrated Logistics Planning. For timely problem resolution, Contractor shall stock spare parts at their service center of Islamabad / Rawalpindi during warranty period. Any spare parts required to perform service are automatically replaced at no charge to the customer.

23 Adherence To Integrity Pact

Government of Pakistan has announced that integrity pact duly signed by the bidder shall be part of the contract. The same is contained in the contract documents.

Any effort by a bidder to influence tender evaluation, bid comparison or award decision may result in the rejection of his bid.

24. Acceptance Certificate

The contractor may notify when he considers that all the Items have been delivered in AU Islamabad campus. Upon such notification from contractor, the office of A&Swill arrange inspection within 15 days and issue an acceptance certificate in favour of contractor subject to satisfactory completion of work as per requirement of contract. Alternatively the ultimate consignee will notify the

contractor, through Evaluation committee, that the work is not fully complete and contractor will rectify the discrepancies.

INTEGRITY PACT

**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC PAYABLE
BY THE SUPPLIERS OF GOODS, SERVICES AND PROCUREMENT**

_____ The bidder/contractor hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, the bidder/contractor 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 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 for from GoP, except that which has been expressly declared pursuant hereto.

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

[The seller/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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Signature_____

Name_____

Designation_____

Company_____

Date_____

TENDERING DATA

Instructions to Tenderers **Clause Reference**

1.1 Name of Employer

Vice Chancellor, Air University

Brief Description

Provision of Stationery Items at Air University, Islamabad

5.1 Employer's address:

Air University Sector E-9, Islamabad.

Tel No: 051-2281470 Fax No: 051-9260158

10.3 Tender shall be quoted on FOR basis. The payment shall be made in Pak. Rupees.

11.2 The tenderer has the financial & technical capability necessary to perform the Contract.

13.1 **Amount of Tender Security @ 2% of bid amount up to maximum PKR: 200,000/-, in favor of "Air University" must be delivered to A&S Office**

14.1 Period of Tender Validity

12 months from the date of opening of tender.

14.4 Number of Copies of the Tender to be Submitted

One original plus one photo copy.

14.5 (a) Employer's Address for the Purpose of Tender Submission

"Director A&S, Air University, Sector E-9, Islamabad."

(b) Name and Identification Number of the Contract

Tender for Contract No. **AU/09/20**

Provision of Stationery Items at Air University, Islamabad

(c) Warning

DO NOT OPEN BEFORE 1130 hrs on 16 June 2022.

15.1 Deadline for Submission of Tenders

16 June 2022.

16.1 **Venue, Time, and Date of Technical Bid Opening**

Venue: Office of Director A&S Air University, Sector E-9 Islamabad.

Time: 1130 hours

Date: **16** June 2022

Responsiveness of Tenders

- (i) The Tender is valid till required period
- (ii) The Tender prices are firm during currency of contract
- (iii) Completion period offered is within specified limits
- (iv) The Tenderer/Manufacturer is eligible to Tender and possesses the requisite experience
- (v) The Tenderer does not deviate from basic technical requirements

FORMS OF TENDER AND SCHEDULES TO TENDER

SCHEDULE – TO TENDER

FORM OF TENDER

(LETTER OF OFFER)

Tender Reference No. _____

(Name of Procurement)

To:

Gentlemen,

1. Having examined the Tender Documents including Instructions to Tenderers, Tendering Data, Conditions of Contract, Contract Data, Specification, if any,. Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name _____ of _____ and _____ address _____
_____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such procurement and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender Price of Rupees _____ (_____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the instructions and Schedules provided as Tender Documents form part of this Tender.
1. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of _____

_____ drawn in your favour or made payable to you and valid for a period of 30 days beyond the period of validity of Tender.

2. We undertake, if our Tender is accepted, to commence the order and to deliver and complete the order comprised in the Contract within the time(s) stated in Contract Data.
3. We agree to abide by this Tender for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We undertake, if our Tender is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.
7. We do hereby declare that the Tender is made without any collusion comparison of figures or arrangement with any other person or persons making a Tender for the Procurement.

Dated this _____ day _____ Signature _____ in the capacity of _____ duly authorized to sign tenders for and on behalf of _____

(Name of Tenderer in Block Capitals)

Address: _____

Witness: _____

SCHEDULES TO TENDER INCLUDE THE FOLLOWING:

Schedule A to Tender: Schedule of Prices

SCHEDULE – A TO TENDER

SCHEDULE OF PRICES

<u>Sr.No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices	
2.	Specification and Schedule of Prices	

**SCHEDULE OF PRICES – SUMMARY OF TENDER PRICES
BILL OF QUANTITIES**

PROVISION OF STATIONERY ITEMS AT AIR UNIVERSITY, ISLAMABAD

S.No.	Item Name	Country	Manufacturer	Quoted item with Model No.	Unit of Item	QTY	Unit Price (Rs.)	Total Price (Rs.)
1	Stock Registers No.5 Pages 318, Lucky Brand.		Luck Brand or Equivalent		Each	44		
2	Ball Points (Blue, Red, and Black) complete in all respect as per sample.	Pakistan	Dollar Clipper or Equivalent		Each	8238		
3	Binder Clips Size 1-1/4"complete in all respect as per sample.	Imported	Diamond or Equivalent		Box	86		
4	Ring Folders, Color Black, made of Fiber, Legal size, complete in all respect as per sample.	Imported	Comet, FBK-44 or Equivalent		Each	1667		
5	Board Markers Round Tip (Red , Blue, Black) complete in all respect as per sample.	Pakistan	Dollar *Dry Erase) or Equivalent		Each	8317		
6	Boards Dusters, Foam on both sides, complete in all respect as per sample	Pakistan	Local		Each	400		

S.No.	Item Name	Country	Manufacturer	Quoted item with Model No.	Unit of Item	QTY	Unit Price (Rs.)	Total Price (Rs.)
7	Box Files, complete in all respect as per sample.	Pakistan	Ghauri International No.992 or Equivalent		Each	260		
8	Calculators 12 Digits, complete in all respect as per sample	Imported	Citizens CT-2212 or Equivalent		Each	26		
9	Dry Cells, Size AA, 1.5 Volt, complete in all respect as per sample	Imported	Camelion or Equivalent		Each	1000		
10	Dry Cells, Size AAA, 1.5 Volt, complete in all respect as per sample	Imported	Camelion or Equivalent		Each	719		
11	Correction Fluids Bottles 20 ml (Whitener), complete in all respect as per sample	Germany	Pelikan or Equivalent		Each	268		
12	Double Punch Medium Size, complete in all respect as per sample.	Imported	Genmes 9730 or Equivalent		Each	50		
13	Envelopes, color Brown, Size A4, complete in all respect as per sample.	Pakistan			Each	8192		

S.No.	Item Name	Country	Manufacturer	Quoted item with Model No.	Unit of Item	QTY	Unit Price (Rs.)	Total Price (Rs.)
14	Envelopes, color Brown, Legal Size, complete in all respect as per sample.	Pakistan			Each	11859		
15	Envelopes, color White, size A4, complete in all respect as per sample.	Pakistan			Each	4461		
16	Envelopes, color White size Legal, complete in all respect as per sample.	Pakistan			Each	3240		
17	Envelopes, color White, size small, complete in all respect as per sample.	Pakistan			Each	9030		
18	Gum Sticks 8 gm, complete in all respect as per sample.	Pakistan	Dux Art No. 300 or Equivalent		Each	520		
19	Highlighters (PP) 11.5 cm, complete in all respect as per sample.	Germany	Schneider or Equivalent		Each	746		

S.No.	Item Name	Country	Manufacturer	Quoted item with Model No.	Unit of Item	QTY	Unit Price (Rs.)	Total Price (Rs.)
20	Lead Pencils, complete in all respect as per sample.	Pakistan	Dux HB superb writer No 7000, or Equivalent		Each	3708		
21	Magnet Buttons size 30 mm, 6 different colors, complete in all respect as per sample.	Imported	Deli, No. 7825 or Equivalent		Set	20		
22	Packing Tape width 2" length 40 yards complete in all respect as per sample.	Pakistan	Master or Equivalent		Each	90		
23	Paper Clips size 30 mm, complete in all respect as per sample.	Pakistan	Three Flowers or Equivalent		Box	210		
24	Paper Cutters, size 16 cm Haixin Hx 6898, complete in all respect as per sample.	Imported	Haixin Hx 6898 or Equivalent		Each	87		
25	Paper Pins (Common Pins) 24mm-15gm, complete in all respect as per sample.	Imported	Grash or Equivalent		Box	20		

S.No.	Item Name	Country	Manufacturer	Quoted item with Model No.	Unit of Item	QTY	Unit Price (Rs.)	Total Price (Rs.)
26	Paper Reams A3 80 GM, complete in all respect as per sample.	Pakistan	Paper One or Equivalent		Each	10		
27	Paper Reams A4 70 GM, complete in all respect as per sample.	Pakistan	Paper One or Equivalent		Each	4357		
28	Paper Reams Legal Size 80 GM, complete in all respect as per sample.	Pakistan	AA or Equivalent		Each	50		
29	Pen Stands (Net)	Imported			Each	50		
30	Registers No.12, 288 Pages, Arco Paper Products, complete in all respect as per sample.	Pakistan	Al-Imran Executive Registers) or Equivalent		Each	350		
31	Ropes (File Threads), complete in all respect as per sample.	Local			Bundle	24		
32	Rubber Band 1.6 Inch - 350_Gsm	Imported	Deli or Equivalent		1 Bag (1 bag = 100 pcs)	2		

S.No.	Item Name	Country	Manufacturer	Quoted item with Model No.	Unit of Item	QTY	Unit Price (Rs.)	Total Price (Rs.)
33	Scale Stainless Steel, size 12", complete in all respect as per sample.	Pakistan	DUX or Equivalent		Each	119		
34	Scissors size 22 cm, complete in all respect as per sample.	Imported	Deli or Equivalent		Each	92		
35	Separators A4 size (Hard Cards) complete in all respect as per sample.	Pakistan	COSMO or Equivalent		Set	1600		
36	Sharpeners complete in all respect as per sample.	Pakistan	Dux or Equivalent		Each	317		
37	Scotch Tape size 1" width, Length 40 yards complete in all respect as per sample.	Pakistan	Stick Master or Equivalent		Each	350		
38	Scotch Tape size 2" width, Length 40 yards complete in all respect as per sample.	Pakistan	Stick Master or Equivalent		Each	145		

S.No.	Item Name	Country	Manufacturer	Quoted item with Model No.	Unit of Item	QTY	Unit Price (Rs.)	Total Price (Rs.)
39	Soft Erasers complete in all respect complete in all respect as per sample.	Pakistan	Dux D-2001 or Equivalent		Each	546		
40	Stamp Pads complete in all respect as per sample.	Pakistan	Crystal Art No. SPE02 or Equivalent		Each	89		
41	Staple Pins Removers complete in all respect as per sample.	Imported	Deli (E0231) or Equivalent		Each	11		
42	Stapler Machines, Dux (D-12), complete in all respect as per sample.	Imported	D-12 or Equivalent		Each	164		
43	Stapler Pins (24/6) complete in all respect as per sample	Pakistan	Dollar or Equivalent		Pkt (One Box = 20 Pkt)	1289		
44	Stock Registers No.12	Pakistan			Each	6		
45	Thumb Pins, complete in all respect as per sample	Imported	Eony Art No B/909/1 or Equivalent		Box	100		

S.No.	Item Name	Country	Manufacturer	Quoted item with Model No.	Unit of Item	QTY	Unit Price (Rs.)	Total Price (Rs.)
46	Transparent File Covers size A4 (A320 Management File) complete in all respect as per sample.	Imported	(A320 Management File) or Equivalent		Each	65		
47	White Ring Folders complete in all respect as per sample.	Imported	Comet WW-225D (25mm Capacity) or Equivalent		Each	65		
48	Writing Pads (Copy Size), 48 Pages	Pakistan	Venus or Equivalent		Each	420		
49	Yellow Sticky Pads (M Size) 100 pcs Complete in all respect as per sample.	Imported	Pronoti Art No. 30300 or Equivalent		Pkt	592		
PRINTING ITEMS								
50	AU Office File AU Logo Printing with 2 Clips, (complete in all respect as per sample.)	Imported	-		Each	7,200		

51	Student /Employee Folder (Tags, Hanger &Clips (complete in all respect as per sample.)	Pakistan	-		Each	6,000		
52	Letter Head complete in all respect as per sample.	Pakistan	-		Each	6,000		
	Total			PKR.				

NOTE:

1. This is an item rate based contract
2. All items are to be supplied in accordance with the samples shown by AU.
3. Firms can apply for one item or combination of items while ensuring that the price of each item is firm and independent of the price quoted for other item.

4. If vendors quote for multiple items, the quotations for each item will be evaluated individually for price and issuance of purchase order
5. The prices quoted in schedule of prices will be valid for 12 months from date of opening of Financial Proposals.
6. The purchase order will be on quarterly monthly / quarterly / semi / annually basis as per requirement of Stationery items at Air University.
7. S No "50~52 - sample must be approved by the Procurement Department / Tender Committee before opening of the Technical Qualification, Otherwise, firms will directly be disqualified from Printing Items.
8. Air University, after acceptance of responsive bid, reserves the right to issue the purchase order for any one item or combination of Stationery items quoted in the bid.

9. The purchase order will be on quarterly monthly / quarterly / semi / annually basis as per requirement of Stationery items at Air University.

SCHEDULE-A TO TENDER

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specification, if any.
- 1.2 The Contract shall be for items as described in these Tender Documents. Tenders is for items rate based.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Tender Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 1.1 Units of measurement, symbols and abbreviations expressed in the Tender Documents shall comply with the System International d'Unites (SI Units).Numbers (Nos)

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the tenderer shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable, if any, by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, 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 and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 The tenderer shall be deemed to have obtained all information as to and all requirements related thereto which may affect the tender price.
- 4.6 The Contractor shall provide, install, test and commission all items of the bid item, to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the **Items**, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Tender Prices

5.1 Break-up of Tender Prices

The various elements of Tender Prices shall be quoted as detailed by the Employer in the format of Schedule of prices.

The tenderer shall recognize such elements of the costs which he expects to incur the performance of the contract and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

SCHEDULE-A-I TO TENDER**SPECIAL STIPULATIONS**
(To be signed by the Tenderer)

S #	Subject	Clauses of the contract	Provision
1.	Amount of Performance Security	4.4	The Contractor shall furnish to the Employer within 07 days after receipt of Purchase Order a performance security in the form of Bank Draft for the amount and validity specified in Contract Data.
2.	Time for furnishing Program		Within 07 days from the date of receipt of Letter of Acceptance.
3.	Time for Completion	8.1	10 days from the date of issuance of purchase order.
4.	Liquidated Damages	17	One Tenth of one percent (0.10%) for each day of delay in completion of the Procurement subject to a maximum of 10% out of contract price stated in the letter of Acceptance.
5.	Defects Liability Period		NOT APPLICABLE
6.	Time within payments to be made	10.4	Within 30 days from the date of the submission of the Bill by the Contractor
7.	Percentage and Limit of Retention Money	11.1	NOT APPLICABLE

TENDERER:**WITNESS:**

Signature

Signature

Name

In the capacity of CEO or person duly authorized to sign tender on behalf the organization with official Stamp. Address:

Address:

CONDITIONS OF CONTRACT

<i>Clause No.</i>	<i>Description</i>
1.	General Provisions
2.	The Employer
3.	Employer's Representative
4.	The Contractor
6.	Employer's Risks
7.	Time for Completion
8.	Taking Over
9.	Remedying Defects
10.	Variations And Claims
11.	Contract Price And Payment
12.	Default
13.	Risks And Responsibilities
14.	Insurance
15.	Resolution of Disputes

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specification” means the document as listed in schedule of prices, including Employer’s requirements in respect of goods to be supplied by the Contractor, and any Variation to such document.

Persons

1.1.3 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.4 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.5 “Party” means either the Employer or the Contractor.

1.1.6 “AU” means Air University

1.1.7 “Purchase Committee” means Committee formed by Vice Chancellor AU to scrutinize the proposals, recommend the lowest/most suitable bidder, supervise the integration, commissioning, carry out the testing and issuance of acceptance certificate.

1.1.8 Purchaser means the Director A&S and shall include his successors-in-office.

Dates, Times and Periods

1.1.9 “Commencement Date” means the same date when the purchase order will be issued or any other date agreed between the Parties.

1.1.10 “Day” means a calendar day

1.1.11 "Time for Completion" means the time for completing the delivery, as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

1.1.12 Delivery means the delivery of Items offered for inspection and found acceptable by the purchase committee and payment of these Items will be made to the firm within 30 days from the date of issuance of acceptance certificate.

Money and Payments

1.1.13 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges.

1.1.14 Bank Guarantee (BG) means an amount in the shape of Bank Guarantee by a scheduled bank of Pakistan, provided by SUPPLIER as per the terms of the contract

1.1.15 Price means the price/cost for sale/purchase of Items/material/services as determined / fixed in the contract.

Other Definitions

1.1.16 "Country" means the Islamic Republic of Pakistan.

1.1.17 "Employer's Risks" means those matters listed in Sub-Clause 6.1.

1.1.18 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.

1.1.19 "Materials" means things of all kinds to be supplied and incorporated in the Procurement by the Contractor.

1.1.20 "Variation" means a change to the Specification (if any) which is instructed by the Employer under Sub-Clause 10.1.

1.1.21 "Goods" means any or all the Supply, Installation, commissioning and integration etc. and design (if any) to be performed by the Contractor.

1.1.22 "Authorized person" means the person notified by the Employer for the purpose of the Contract and named as such in Contract Data

1.1.23 "OEM" is Original, Items manufacturer while "OSI" refers to Original System Integrator. Integration is a specialized activity that brings different manufacturers' products, software and services together into a smoothly working system.

1.1.24 Stores means the Items / goods / associated parts and publications as prescribed in the contract and the Supplier undertakes to supply the same as per the terms of the contract.

1.1.25 Test means the test or tests prescribed in the specifications or any other test considered necessary by the Inspector

1.2 **Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the supply.

2. THE EMPLOYER

2.1 **Permits etc.**

Air University will only facilitate the vendor by providing a letter to Assistant Collector Customs for the exemption of taxes and custom duty for educational purposes without taking any responsibility.

2.3 **Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer in respect of the Items specifications.

2.4 **Approvals**

No approval or consent or absence of comment by the Employer shall affect the Contractor's obligations.

3. EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Contract Data, or as otherwise notified by the Employer to the Contractor from time to time.

3.2 Employer's Representative

The name and address of Employer's Representative is given in Contract Data.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Procurement properly and in accordance with the Contract.

4.2 Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3 Subcontracting

The Contractor shall not subcontract the whole or any part of the Procurement.

4.4. Performance Security

The Contractor shall furnish to the Employer within 07 days after receipt of purchase order a Performance Security in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data 6.

EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are;
War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,

- 6.1.1 Rebellion, terrorism, revolution, insurrection, or usurped power, or civil war, within the Country,

- 6.1.2 Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the supply.
- 6.1.3 Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material,
- 6.1.4 Pressure waves caused by aircraft or other aerial devices traveling at supersonic speeds,
- 6.1.5 Use or possession by the Employer of any part of the supply, except as may be specified in the Contract,
- 6.1.6 Specification of any part of the stores by the Employer's personnel or by others for whom the Employer is responsible,
- 6.1.7 A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
- 6.1.8 Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the supply, which obstructions or conditions for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Delivery of Stationary Items

The Contractor shall commence the supply on the Commencement Date and shall proceed expeditiously and without delay and shall complete the job within days i.e. completion time given in following clause

- a. **Delivery of Stationary Items.** Contractor shall complete the supply at AU within delivery period, but not exceeding for 07 days from the date of issuance of Purchase Order/contract. Delay in delivery would be subjected to penalty given at clause 7.4 of the contract data. Any delay in delivery which is more than 03 days from the date of actual delivery shall cause cancellation of Purchase Order/contract, forfeiting of Performance Bank Guarantee or purchase of Items as suited to Air University on the successful supplier's risk.
- b. **Part Delivery.** Partial payment will be made against partial delivery. Any delay in delivery of item which is more than 03 days from the date of actual delivery may cause cancellation of Purchase Order/contract, forfeiting of Performance Bank Guarantee or purchase of Items as suited to Air University on the supplier's risk.

- c. **Progress report.** The supplier shall intimate the progress of supply position at least 30 days before the expiry of delivery period of the schedule of stores being provided in the contract. However, it by no means will exonerate the supplier from any penalty on account of later deliveries.
- d. **Late Delivery.** Should the supplier fail to deliver the store or any consignment within the period prescribed, then on the expiry of 03 days after such period, the purchaser shall be entitled at his option to take either of the following actions:-
 - (i) Cancel the contract, and/or
 - (ii) To purchase from elsewhere stores not delivered, at the risk and expense of the supplier and without notice to him.
 - (iii) To recover liquated damages when the competent Purchase officer is satisfied that the failure to supply the store with in the scheduled delivery period has been for reasons with in the control of the supplier, and/or if the AU has suffered loss for reasons of belated delivery. These liquated damages, if imposed, will be recovered at rate of 2% but not less than 1% (depending on the merit of the case as decided by the Employer) of the value of the store supply late per month or a part of a month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus imposed will not exceed 10% of the total value of the store delivered late.

Note: - The purchaser's decision under this clause shall not be subject to a arbitration.

7.3 **Extension of Time (NOT APPLICABLE)**

7.4 **Late Completion**

If the Contractor fails to complete the supply within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Procurement.

8. **TAKING-OVER**

8.1 **Completion**

The Contractor may notify the Air University when he considers that the supply are complete.

8.2 Taking-Over Notice

The Employer shall notify the Contractor when he considers that the Contractor has completed the supply stating the date accordingly. Alternatively, the Employer may notify the Contractor that the stores are not ready for taking over, stating the reasons accordingly.

The Employer shall take over the Items / goods upon the issuance of this notice and issue Taking Over Certificate to the Contractor. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

9. REMEDYING DEFECTS

9.1 Remedying Defects (NOT APPLICABLE)

9.2 Uncovering and Testing (NOT APPLICABLE)

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer may instruct Variations.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
 - I. at appropriate new rates, as may be agreed or which the Employer considers appropriate, or
 - II. if the Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Items, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the supply, or which may give rise to a claim for additional payment.

To the extent that the Contractor's failure to notify results to the Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension to the Time for Completion or additional payment shall be reduced/rejected.

10.4. Valuation of Claims

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the stores, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within 30 days of the occurrence of cause.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Employer an itemized make-up of the value of variations and claims within 30 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

Payment of Contract Price shall be made as per provisions in the Contract Data

(b) Valuation of the Procurement

The Procurement shall be valued as provided for in the Contract Data, subject to Clause 10.

11.4 Retention (NOT APPLICABLE)

11.5 Final Payment

As per Clause 11.1 (Terms of Payment) of the **Contract Data**.

11.6 Currency

Payment shall be in the currency stated in the **Contract Data**.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Procurement, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and

without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract at the risk and cost of the contractor.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 14 days after the Employer's receipt of this notice, the Contractor may suspend the supply of all or parts of the stores.

If the default is not remedied within 30 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize leaving behind, in the case of the Contractor's insolvency the Items supplied.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the supply executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Employer is entitled,
- c) If the Employer has terminated contract under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of parts of the supply not executed at the date of the termination.
- d) If the Contractor has terminated under Sub-Clause 12.2 , the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to 10% of the value of parts of the supply not executed at the date of termination. The net balance due shall be paid or repaid within 28 days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Stores / goods

The Contractor shall take full responsibility for the care of the stores from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass on to the Employer. If any loss or damage happens to the supply during the above period, the Contractor shall rectify such loss or damage so that the stores conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the supplies.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Employer immediately. If necessary, the Contractor may suspend the execution of the Procurement and, to the extent agreed with the Employer demobilize the Contractor's Items.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the supplies executed and of the Items reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization,
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 Days of the notice of termination.

14. INSURANCE (Not Applicable)

14.1 Arrangements (Not Applicable)

14.2 Default (Not Applicable)

15. RESOLUTION OF DISPUTES

15.1 Employer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the supplies, the matter in dispute shall, in the first place, be referred in writing to the Chairman Purchase Committee, with a copy to the other party. Such reference shall be stated that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day

on which he received such reference, the purchase committee shall give notice of its decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the committee unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the committee or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within 14 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the committee is revised by an arbitrator.

15.3 Arbitration/ Litigation

All matters of dispute or difference regarding rejection of stores by the Inspector or cancellation of the contract by the Purchaser, arising out of this agreement between the parties thereto, the settlement of which is not otherwise specially provided for in this agreement, shall be referred to arbitration as under:-

- (i) The settlement of dispute, not otherwise specially provided for in the contract, through arbitration clause in the contract shall be referred to the decision of Vice Chancellor of Air University. His decision shall be final and binding on both the parties.
- (ii) In case of any dispute, only Court of Jurisdiction at Islamabad shall have the Jurisdiction to decide the matter.

16 Submission/release of Bank Guarantee

Performance security in the shape of PO/DD will be submitted by the firm to AU within 07 days after the receipt of purchase order. Performance Guarantee will be returned to the firm after successful completion of the contract. The firm will request AU to release their Guarantee after receiving completion certificate by the employer.

17 Inspection (NOT APPLICABLE)

- a. Offering of the Items. The supplier will inform, 01 week in advance, the Purchase Committee regarding the time when the Items will be ready for inspection. From time of offering of Items, the inspection committee will carry out physical inspection, technical inspection and testing of Items within maximum of 02 weeks, and render either acceptance or rejection report.

b. In case the Items is rejected, the purchaser will then be at liberty to the following options:-

(i) Ask the Supplier to re-submit Items in replacement of those rejected within the delivery period specified in the contract, the supplier bearing the cost of freight on such replacement without being entitled to any extra payment, or.

(ii) Buy the quantity of the Items which has been rejected or others of a similar nature from elsewhere at risk and expense of the supplier without affecting the supplier's liability as regards supply of any further consignments due under the contract, or.

(iii) Terminate the contract and recover from the Supplier the actual loss the Purchaser thus incurs by purchasing the store from elsewhere.

c. Inspection Criteria:- 100% Items will be physically and technically inspected and tested after commissioning by Purchase Committee with or without assistance of the inspectors at AU premises as follows:-

(i) Physical Check

a. Screw/nuts/bolts.

b. Accessories/components.

c. All items will be identified with serial numbers and part numbers

d. Scratches, checks and deformity.

e. Technical manual.

f. Verifiable documents will be provided by the supplier that Items has been procured from certified source.

g. Items must be factory new and from current production.

(ii) Technical Check/Testing

a. The purchase committee/inspector will check the Items to ensure that technical specification of the supplied Items is not in variance to Items ordered for procurement.

b. The testing will include and will not limit to the assurance that the Items is fully functional and provide best value for the money spent.

(iii) Warranty. A warranty sticker is to be pasted on each item by the firm highlighting following information.

a. Name of Firm

b. Contract No. and Date.

c. Description of Store.

d. Warranty Validity.

(iv) Packing

a. Each item be packed separately using waterproof material.

b. Packing must be suitable for transportation of item over long distance by air/road/rail.

e. Inspection after Expiry of Delivery Period

Unless informed and directed to the contrary during the currency of the contract, the Inspecting Officer will continue Inspection of Items at firm's risk even after expiry of delivery date, to reserve that the quality of stores is upto the standard and acceptable. Such acceptance will not prejudice the purchaser's right to cancel the contract or to extend the delivery date with or without liquidated damages

18 Technical documentation & support (NOT APPLICABLE)

19 Special Clauses.

Secrecy. The seller undertakes that any information about the sales/purchase of the stores under this contract shall not be communicated to any press or agency not authorized by the employer to receive it except the manufacturer of the Items. Breach of this undertaking shall be punishable under the Pakistan Official Secret Act, 1923.

Liquidated damages. To recover the liquated damages when the purchaser is satisfied that the failure to supply the Items within the scheduled delivery period has been for reasons within the control of the suppliers and/or if the Air University has suffered a loss for reasons of belated delivery, the purchaser shall be entitled to impose liquidated damages on the seller. The liquidated damages, if imposed, will be recovered up to the rate of 2% but not less than 1% of undelivered contract value per week or a part of week for the period exceeding the original delivery period, subject to the provision that the total liquidated damages will not exceed 10% of the total value of the Contract.

Risk purchase. In the event of failure on the part of the seller to comply with the contractual obligations, the contract is liable to be cancelled at the risk and cost of seller.

Variations/amendment. The contract shall not be varied or modified without the mutual agreement in writing of both parties to the contract except as given in special clause-19

Subletting. The seller will be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The seller shall not sublet, transfer or assign the contract or any part thereof without the prior written permission of the Director A&S. In the event of the seller contravening this contract, the Director A&S shall be at liberty to cancel the contract at the risk and expense of the seller.

Correspondences. All correspondence in respect of any amendment, clarification or query will be addressed to Director A&S, Air Cdre ABDUL HAYEE (Retd) Air University, E-9, Islamabad – Pakistan. Telephone No. 0092-51-2281470. Fax No. 0092-51-9260158.

Right of Variation. The purchaser reserve the right of deletion of any item, increase, decrease of any quantity and cancellation of the contract partially or in full without assigning any reason whatsoever, within 30 days of signing of the contract without any financial repercussion on either side. Such information will be passed on to the supplier/seller through the fastest means e.g. telephone, fax etc.

Director A&S may award repeat order to contractor within 09 months of the final delivery at the same rates & specification as described in the contract.

Integrity pact. The supplier shall submit dully filled integrity pact.

CONTRACT DATA

Sub-Clauses of

Conditions of Contract

1.1.4 **The Employer** means Vice Chancellor, Air University, Islamabad

1.1.5 **The Contractor** means

1.1.9 **Time for Completion :** **Maximum** **07 days from the date of issuance of Purchase Order.**

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Contract Data
- (c) The Work Order
- (d) Conditions of Contract
- (e) The Specifications
- (f) The Contractor's tendered design, if any
- (g) The Schedules to Tender including Schedule of Prices

3.1 **Authorized person:** **Air Cdre ABDUL HAYEE (Retd)**

3.2 **Name and address of Employer's representative**

Director A&S, Air University, E-9, Islamabad – Pakistan
Telephone No. 0092-51-2281470. Ext - 379 Fax No. 0092-51-9260158.

4.4 **Performance security:**

Amount 10% of the contract amount
Validity 15 months from date of signing of contract agreement

9.1 **Period for notifying defects**

Not applicable.

11.1 Terms of Payments

Payment of Contract Price shall be made in the following manners:-

(a) Whole order will be divided into 2 round of procurement, Vendor will deliver the stationary items on semi-annual basis and purchase order will be issued accordingly.

- i) 100% payment of purchase order amount will be made against delivery of entire items at site subject to satisfactory acceptance by the Purchase Committee.

11.6 **Currency of Quote** : Pakistani Rupee

11.7 **Currency of payment** : Pakistani Rupee

15.3 Arbitration

Place of Arbitration: Islamabad

STANDARD FORMS

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____
Executed on: _____

Letter by the Guarantor to the Employer

Name of Guarantor (Bank) with address:

Name of Principal (Contractor) with address:

Penal Sum of Security (express in words and figures:

Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. Signature_____
 2. Name_____
 - 3 Title_____
- Corporate Secretary (Seal)

(Name, Title & Address) (Seal)

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 2022 between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Tenderers shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance
 - (b) The Tender
 - (c) Conditions of Contract & Contract Data
 - (d) The Schedule of Prices
 - (e) The Specifications
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Procurement and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Procurement as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The Common Seal of _____ was hereunto affixed in the presence of:

or

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

Binding Signature of
Employer _____

Binding Signature of
Contractor _____

**Quantitative Evaluation Yardstick for Procurement of
Printing & Stationery Items at Air University, Islamabad**

A. Relevant Experience	Total Points = 35
1. Value of purchase orders successfully completed for Supply of Printing & Stationery Items during last 03 years.	35

B. Profile of Firm	Total Points = 36
1. Length of experience in relevant field	10
2. Head Office location at Rawalpindi/Islamabad	06
3. Sole Distributor	06
4. Details of staff	06
5. Enlistment with other organizations (with evidence)	08

C. Services Delivery & Program	Total Points = 15
1. Delivery Method / Work Plan & Ability to meet time frame / Work schedule	15

D. Financial Capability	Total Points = 14
1. Average working capital for the last 03 years supported Audited Financial Statements.	7
2. Average annual turnover during last 03 years supported by Tax Returns.	7