

TENDER NO
WUS/Proc/2024/01
TENDER DOCUMENT
For the Supply and Installation of IT &
Electrical Equipment to Women University Swabi.

TENDER FEE
NON-REFUNDABLE Rs.3,000
(To be paid on time of submission of bids in
shape of demand draft payable to Women
University Swabi)

Issued by
Procurement Office
Women University Swabi, Main Campus at village Kotha,
District Swabi, Khyber Pakhtunkhwa, Pakistan
Ph.: 0938 221131 Email: procurement@wus.edu.pk
Web: www.wus.edu.pk

Mandatory Note (otherwise, bids will be rejected).

- I. Please Sign and Stamp all the pages**
- II. Fill all pages (all parts + Annexure)**
- III. Tender submitted without Annexure and Check list will not be Acceptable.**

BID DATA FORM

Company/ Firm:

Name _____

Address _____

Telephone No. _____

Cell No. _____

Fax No. _____

E-mail Address: _____

Registration No. _____

Income Tax Registration # _____

Sales Tax Registration #.KPK _____

Other Registration # (if any) _____

Authorized Representative in KPK:

Name _____

Address _____

Telephone No. _____

Cell No. _____

E-mail Address: _____

Fax No. _____

Local office if any:

Name _____

Address _____

Telephone No. _____

Fax No. _____

Contact Person:

Name _____

Address _____

Telephone No. _____

Cell No. _____

E-mail Address: _____

Fax No. _____

Call Deposit No. & Date: _____

Signature of Owner/ Representative: _____

Stamp:

Women University of Swabi
Khyber Pakhtunkhwa

Tender Notice**No. WUS/Proc/2023/01****For the Supply and Installation of IT & Electrical Equipment to Women University Swabi**

Sealed Bids/Tenders are invited from well reputed Manufacturers/Firms/Companies/Suppliers/Authorized Dealers, Registered with Tax Departments and who are in Active Taxpayers list of the FBR for the supply and Installation of IT & Electrical Equipment to Women University Swabi. A complete set of bid documents can be downloaded from the University website: www.wus.edu.pk. 2% Earnest Money (Refundable) and tender Processing fee PKR 3,000/- (non-refundable) in form of Demand Draft in favor of Women University Swabi must be submitted with bidding documents. Bids/Tenders complete in all respect should reach on or before Thursday, **March 28, 2024**, to Procurement office of the Women University Swabi, through registered post/Courier service till **11:00 hrs**, which will be opened in the presence of bidders or their authorized representatives (If willing) on the same day **March 28, 2024 at 11:30 hrs** by the Central Purchase Committee, in the meeting Room of Women University Swabi, Topi road, Main Campus at Village Kotha, District Swabi

The bidding procedure will be “**Single stage; Two envelope**” the bids shall be submitted by the interested firms in two separate envelopes marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” in legible and bold letter. The financial proposal of only technically qualified/responsive firms shall be opened by the Central Purchase Committee of the University on the notified date and time. Women University Swabi reserves the right to Accept/Reject Any/All Tenders/bids as per KPPRA rules.

For further information please contact on; Ph. #. 0938 – 221131, E Mail: procurement@wus.edu.pk

Note: Tender Notice is also available on KPPRA and Women University Swabi website.

Procurement Officer
Women University Swabi

BIDDING DOCUMENT
For the Supply and Installation of IT & Electrical Equipment
to
Women University Swabi.

- | | |
|-------------------|---|
| <i>Part One</i> | <ul style="list-style-type: none">• <i>Instructions to Bidders (ITB)</i>• <i>Bid Data Sheet (BDS)</i> |
| <i>Part Two</i> | <ul style="list-style-type: none">• <i>Schedule of Requirement</i>• <i>Technical Specifications</i> |
| <i>Part Three</i> | <ul style="list-style-type: none">• <i>General Conditions of Contract (GCC)</i>• <i>Special Conditions of Contract (SCC)</i> |

Part One – Section 1.

Instructions to Bidders (ITB)

Instructions to Bidders

A. Introduction

- | | |
|----------------------------|---|
| 1. Source of Funds | 1.1 Women University Swabi (WUS).Khyber Pakhtunkhwa |
| 2. Eligible Bidders | 2.1 This Invitation for Bids is open to all eligible firms/suppliers, except as provided hereinafter.

2.2 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1. |
| 3. Cost of Bidding | 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. The Bidding Documents

- | | |
|--|--|
| 4. Content of Bidding Documents | 4.1 The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet (BDS)
(c) Schedule of Requirements
(d) Technical Specifications
(e) General Conditions of Contract (GCC)
(f) Special Conditions of Contract (SCC)
(g) Bid Form and Price Schedules
(h) Contract Form
(i) Form of Integrity Pact (for contracts exceeding Rs. ten million)

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. |
| 5. Clarification of Bidding Documents | 5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by internet (hereinafter, the term internet is deemed to include Email) at the Purchaser's address indicated in ITB Clause 17.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than five (05) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents, directly from the purchaser. |

- 6. Amendment of Bidding Documents**
- 6.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 6.2 All bidders that have purchased the bidding documents, from the Purchaser, will be notified of the amendment in writing or by cable which will be binding on them.
- 6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 7. Language of Bid**
- 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 8. Documents Comprising the Bid**
- 8.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and
 - (b) Bid security furnished in accordance with ITB Clause 13.
- 9. Bid Form**
- 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding document, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices.
- 10. Bid Prices**
- 10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the Goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) i.e. inclusive of all applicable taxes, prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 10.3 The Bidder's separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 10.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non Responsive and will be rejected.

11. Bid Currencies 11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

12. Documents Establishing Bidder's Eligibility and Qualification 12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) The Bidder meets the qualification criteria listed in the Bid Data Sheet.

13. Bid Security 13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 The bid security is required to protect the University against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

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

(a) Irrevocable en-cashable call-deposit/bank draft in favor of the Women University Swabi given under ITB clause 13.1 of Bid Data Sheet.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 14.

13.6 The successful Bidder's bid security will be discharged upon the Bidder's successful supply of Goods duly acceptable to the inspection team of Women University Swabi.

The successful bidders may submit 10% of the total contract value as a performance security in shape of CDR in favour of women university Swabi; the same will be released to the bidders on the lapse of warranty period.

13.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 30;

(ii) Fails to deliver the Goods within stipulated time period as per Schedule of Requirements: Section: I – Part Two.

14. Period of Validity of Bids 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Women University Swabi, pursuant to ITB Clause 20. A bid Valid for a shorter period shall be rejected and will be considered as nonresponsive.

14.2 In exceptional circumstances, the Women University Swabi may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto

shall be made in writing (or by cable). The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**15. Format and
Signing of Bid**

- 15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Any erasures, or overwriting in the bid documents shall not be acceptable and bid documents shall be rejected. The bid should be duly binded and each page signed/stamped by authorized person.
- 15.4 In case of contract exceeding Rs. ten (10.0) million, the successful bidder shall sign the “Integrity Pact” on the form provided under Section III, Part Two, before signing the contract.

D. Submission of Bids

**16. Sealing and
Marking of Bids**

- 16.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 16.2 The inner and outer envelopes shall:
 - (a) be addressed to the Women University Swabi at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.
- 16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- 16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Women University Swabi will assume no responsibility for the bid’s misplacement or premature opening.

**17. Deadline for
Submission of Bids**

- 17.1 Bids must be received by the Women University Swabi at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

17.2 The Women University Swabi may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the University and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the Procurement Department of Women University Swabi after the deadline for submission of bids prescribed by the University pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

**19. Modification and
Withdrawal of Bids**

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

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent in written, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.

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

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

E. Opening and Evaluation of Bids

**20. Opening of Bids
by the University**

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

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the Presence or absence of requisite bid security and such other details as the University, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20.4 The Purchase Committee of Women University Swabi will prepare minutes of the bid opening.

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- 21. Clarification of Bids**
- 21.1 During evaluation of the bids, the WUS may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 22. Preliminary Examination**
- 22.1 The Women University Swabi will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.2 Arithmetical errors will 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 Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The Women University Swabi may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 If a bid is not substantially responsive, it will be rejected by the purchase Committee of Women University Swabi and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 23. Evaluation and Comparison of Bids**
- 23.1 The purchase Committee of Women University Swabi will evaluate and compare the bids which have been determined substantially responsive, pursuant to ITB Clause 22.
- 23.2 The University's evaluation of a bid, further elaborated under Bid Data Sheet, will be on delivered duty paid (DDP) price inclusive of prevailing all taxes, duties and transportation charges, and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 24. Contacting the University**
- 24.1 Subject to ITB Clause 21, no Bidder shall contact the University on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchase Committee of the University, it should do so in writing.
- 24.2 Any effort by a Bidder to influence the Purchase Committee of the University in its Decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

- 25. Qualification** 25.1 In the absence of prequalification, University will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.
- 26. Award Criteria** 26.1 Subject to ITB Clause 28, the WUS will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily or best evaluated bidder.
- 27. University's Right to Vary Quantities at Time of Award** 27.1 The Women University Swabi reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 28. University's Right to Accept any Bid and to Reject any or All Bids** 28.1 The Women University Swabi reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The University will inform the affected Bidder or bidders of the grounds for the University's action, if so requested, but the Purchase Committee of the University shall not be required to justify the grounds.
- 29. Notification of Award** 29.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the University will notify the successful Bidder in writing by registered letter or by uploading on the Women University Website, that its bid has been accepted.
- 29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.
- 29.3 The Women University Swabi shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.
- 30. Signing of Contract** 30.1 At the same time as the University notifies the successful Bidder that its bid has been accepted, the University will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and

**31. Corrupt or
Fraudulent
Practices**

date the contract and return it to the Procurement department of the University.

31.1 The Women University Swabi observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the University:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

“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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

WOMEN UNIVERSITY SWABI

Section II.

Bid Data Sheet (BDS)

Annexure-A

Bid Data Sheet

A. Introduction		
ITB 1.1	Name of Project	Supply and Installation of IT & Electrical Equipment to Women University Swabi
ITB 1.1	Name of Package & Invitation for bid IFB/Tender No.	Procurement and Installation of IT & Electrical Equipment to Women University of Swabi Tender No. WUS/Proc/2024/01
ITB 3.1	Name of Purchaser	Women University of Swabi
ITB 3.1	Purchaser's Address	Women University of Swabi. Topi Road, Main Campus at Village Kotha District Swabi, Khyber Pakhtunkhwa, Pakistan. Ph. # 0938-221131, Email: procurement@wus.edu.pk
B. The Bidding Document		
ITB 7.1	Language of the Bid	English
C. Preparation of Bids		
ITB 10.2	The Price quoted shall be	Delivered duty paid (DDP) in Pak Rupees i.e., inclusive of all applicable taxes, transportation, loading unloading and all other charges, if any.
ITB 10.5	The Price Shall be	Fixed and must include the Income Tax & General Sales Taxes (GST) and other taxes and duties, where applicable as per Government Rules/law. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all prevailing taxes / duties.
ITB	Bidding Procedure	The bidding shall be conducted on “ Single Stage; Two Envelop ” procedure in which bids be submitted by the interested firms in two envelopes marked as “ Technical Proposals ” and “ Financial Proposals ” separately in legible and bold letter. The technical proposals shall be opened on the day of bid's opening and financial proposals be kept sealed in custody till evaluation of the technical proposals. The technical proposals shall be evaluated in a manner prescribed in Qualification Requirements (ITB 12.2 (a)) without reference to the price and any proposal which does not conform to the specified requirements will be rejected. The financial bids of only those firms, which shall be declared as technically qualified/responsive, be publicly opened by the purchase committee

		<p>-----</p> <p>(PC) on notified date and time (within the bid validity period), in the Presence of the representatives of the firms. The financial proposal of bids found technically non responsive shall be returned unopened to the respective bidders. The bid found to be the best evaluated shall be accepted.</p>
ITB 12.2 (a)	Qualification / Eligibility Requirements	<p>The Bidders shall fulfill the following requirements/criteria:</p> <ol style="list-style-type: none"> 1. Registration: To be provided with Technical Bid <ol style="list-style-type: none"> I. The bidder must submit the copies of National Tax, Sale Tax & Income Tax Registration. II. Only Registered and active tax payer can participate (Attach online print of currently Active Tax Payer) for both Sales Tax and Income Tax. Firm/Supplier/Original Manufacturer/Authorized Dealers/Distributors can participate in the tender. III. The Firms/ Manufacturer/ Supplier/Original/ Authorized Dealers/ Distributors that have never been black listed by any Government Agency or Authority. (Submit affidavit on Rs.100 stamp paper IV. Valid Professional Tax Certificate. V. Detail of IT & Electrical Equipment for package A and B with availability confirmation in local market. 2. Experience Criteria: <p>The Bidder must have at least 05 years' experience in supplying similar nature items in public sector departments as requisitioned in the bid.</p> 3. Supplying Capacity: <p>The bidder must provide evidence of his similar nature of contracts executed/completed in Public Sector Departments worth the amount at least equivalent to 05 million in any one of last three years.</p> <p>This information shall be provided along with verification documents (work orders/contract agreements mentioning the Projects detail and client's completion certificates). The details of contracts in hand shall also be provided. The WUS has the right to contact directly to the clients for feedback on the completed works and in case the negative feedback no weight-age / credit will be given for the assignment. In case the negative feedback from any client, the Women University Swabi has the right to disqualify/blacklist the firm/supplier.</p> <p>The bidder should have either proper setup/showroom with sufficient qualified skilled labor/staff. (Documentary evidence to be attached). Joint venture (JV) agreement will not be admissible. Documentary evidence of origin / country made of goods be provided (Undertaking on stamp paper to be attached).</p>

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ITB 13.1	Amount of Bid Security	The bidder shall submit 2% of the total bid value/Quoted items as bid Security in form of call deposit receipts (CDR)/ bank draft in favor of the Women University Swabi drawn on any schedule bank whose branch is located at Swabi along with their financial proposal.
ITB 13.3	Form of bid Security	<p>i. The Bids with bid security /CDR less than 2% shall be rejected.</p> <p>ii. No personal cheques shall be acceptable at any cost.</p> <p>iii. The previous bid security shall not be considered or carried forward.</p>
ITB 14.1	Bid validity period	Bids should remain valid for 120 days from date of opening of bids.
ITB 15.1	No. of Copies	One original & one Copy
D. Submission of bids		
ITB 17.1	Address for bid submission	Procurement Department Women University Swabi. Topi road, Main Campus at Village Kotha, District Swabi, KPK.
ITB 17.1	Deadline for bid Submission	11:00 AM on Thursday, March 28, 2024
E. Opening and Evaluation of Bids		
ITB 20.1	Time, Date and place for bid opening	At 11:30 AM on Thursday, March 28, 2024, by the Purchase Committee (PC), in the Committee Room of the Women University Swabi, Topi Road, Main Campus at Village Kotha, District Swabi.
ITB 23.2	Criteria for bid evaluation	<p>i. Delivered Duty Paid (inclusive of all applicable taxes & transportation charges, if any) price only.</p> <p>ii. The Bidder, can bid for whole items from the list of goods provided for in the Schedule of Requirements.</p> <p>iii. The Bidder shall bid for one package included in the Schedule of Requirement. The Bid must be for the whole Quantity of item Required in the Schedule of Requirement and can be</p>

	-----	<p>quoted-----</p> <p>iv. The bidder has to quote only one rate for each item as per tender specification. No overwriting, alternate model or separate accessories will be accepted.</p> <p>v. Evaluation can be done on full package or Item wise basis.</p>
F: Award of Contract		
ITB 27.1	Percentage for quantity increase or decrease	As per KPPRA Rules, The Women University Swabi reserves the right to increase or decrease the quantities as per requirement up to 15 %.
ITB	Performance Security	<p>On the acceptance of bid by the Purchase Committee, the successful bidder shall submit performance security equal to 10 % of the contract price within 10 days of supply completion/Installation of equipment in shape of Bank Guarantee/ Bank Draft in favor of women University Swabi. or 2% earnest money already submitted may be adjusted and 8% performance security may be submitted by the bidders. If the successful bidder will not provide 10 % performance security his bid security /CDR 2% will be confiscated.</p> <p>10 % Performance /bid security of successful bidder shall be released after 12 months or after laps of warranty period and completion/acceptance of total supply of goods.</p>

TENDER NO.WUS/Proc/2024/1 PROCUREMENT & INSTALLATION OF IT & ELECTRICAL EQUIPMET FOR WOMEN UNIVERSITY SWABI			
Bid Evaluation			
TECHNICAL EVALUATION CRITERIA			
S. No.	Item Name and Description	Marks	Max. Marks
1	Past Performance/ Experience of the Bidder (Reg. with GST/NTN)	-	10
1.1	5 - 6-year experience	4	-
1.2	6 - 10-year experience	7	-
1.3	Above 10 Years' Experience	10	-
2	Relevant Experience	-	10
2.1	5 – 8 year experience	8	-
2.2	10 & above year experience	10	-
3	Technical Specification		10
4	Technical Specification of the quoted items match with Items mention in tender documents. (Printed Company/ Manufacturer Brochures/leaflets/ manufacturer name and Model of the equipment must be attached by the bidders) otherwise no marks for specification will be given.	10	
5	Financial Position/ Status	-	40
5.1	Audited Financial Statement for last three years 3 marks for each year	09	
5.2	Sales Tax return and Income Tax Return for last three years 3 marks for each year	09	
5.3	Last Sales tax paid Form	04	-
5.4	Bank Certificate and closing balance of 3 million for bidders who apply for IT Equipment at the time of submitting of bid documents.	10	-
5.5	Annual Turn Over (Min. 5 million), in last 2 year for IT Equipment (Attach Bank Statement of LAST Two Years (04 marks for each year)	08	-
6	Technical evaluation of the Quoted items	-	30
6.1	Literature in printed shape attached	05	
6.2	Reliability Satisfaction reports from clients will be required to award points, each 1 report = 03 marks, 5 and above 5 report 15 Marks (Please attach client's satisfactory report)	15	
6.3	List of clients / where such equipment(s) delivered / installed Criteria: 01 Clients = 03 point above three clients 10 Marks (Please attach installation report of each client)	10	
TOTAL		-	100
<p>(FINAL REMARKS (Technically if score 70 or more, that is "Qualify" and if score of bidder is below 70 that is "Not Qualify"). In other words Qualifying Marks will be 70 out of 100 Marks in the technical bid.</p> <p>Financial Bid marks = 30</p> <p>Marks Distribution/weight age (Technical Bid Marks weight age = 70% Financial Bid Marks weight age = 30%)</p>			

Part Two

Section I.

Schedule of Requirements

SCHEDULE OF REQUIREMENTS /DELIVERY TIME

The delivery of services and supply will be made in 90 days after issuing of Purchase Order (without penalty) and with the prescribed penalty as per following schedule of requirement:

MODEOF PENALTY	NO OF DAYS	TOTAL DELIVERY PERIOD
Without Penalty	90 days	90 days
With Penalty @ 0.1 % per day for 10 days on the delayed completion of task and after that penalty at the rate of 0.15% per week on the delayed completion of task shall be applied which will be recovered from invoices of the contractor. Maximum penalty will be 1% of the total cost of delayed items.	(10 days after 90 days)	100 days (90+10)

Schedule of Requirements (Lab/Level wise details) of IT Equipment

S#.	Name of Departments	Level	Delivery Schedule	Location
1	Computer Science Department	IT Equipment (Desktop Computers & UPS)	Delivery shall be made within 90 days from the date of signing of contract	Women University Swabi, Topi Road, Main Campus at Village Kotha, District Swabi.
2	Different Science Labs Department	UPS System along with batteries and Stabilizers	Delivery shall be made within 90 days from the date of signing of contract	Women University Swabi, Topi Road, Main Campus at Village Kotha, District Swabi.
3	Science Labs different Department	Stabilizers	Delivery shall be made within 90 days from the date of signing of contract	Women University Swabi, Topi Road, Main Campus at Village Kotha, District Swabi.
4	Finance Section	Photocopier machine	Delivery shall be made within 90 days from the date of signing of contract	Women University Swabi, Topi Road, Main Campus at Village Kotha, District Swabi.
5	Journalism/Public relation Department	IT Equipment	Delivery shall be made within 90 days from the date of signing of contract	Women University Swabi, Topi Road, Main Campus at Village Kotha, District Swabi.
6	Finance, Audit and Procurement Section	01 Heavy Duty Photocopier machine	Delivery shall be made within 90 days from the date of signing of contract	Women University Swabi, Topi Road, Main Campus at Village Kotha, District Swabi.

Financial Bids -Annexure-B

PRICE SCHEDULE FOR THE GOODS BOQ**Supply and Installation of IT Equipment**

Name of Bidder: _____

Tender No: WUS/PROC/2024/2

Purchase of _____ to be completed is tabulated as under:

**Package - A IT Equipment
(University Fund Utilization)****A. IT Equipment for (Computer Science Department)**

S.No	Items Name	Specification	Name of Manufacturer/ & Model	Qty	Unit Price in PKR Inclusive all Taxes	Total Price	Bid Security (2% of the total Cost)
1	Desktop Computers	All in One PC Processor: Intel Core i5 12 th Gen Memory: 8GB DDR4 RAM Hard Drive 256GB m.2 SSD Hard Drive Hard Drive 1TB SATA Hard Drive Display: 21.5" FHD LED 1920×1080 (16:9) Product size: 535(W)×368 mm(Screen height) 425 mm(Overall height) Graphics Card: Integrated Graphics Sound Blaster: Full Duplex Sound WIFI: 150M wireless Wi-Fi Network card: 1000M Wired Network Card Bluetooth: Default BT4.2 Multi-Media: High Definition Audio Codec; Stereo Speaker & microphone Interface: 1 × Power port, 1 × HDMI, 1 × LAN, 6 × USB, 1 × Audio Out, 1 × Mic in Keyboard: Standard USB Keyboard Mouse: Standard USB Mouse Webcam: 3.0M pixel Camera Power adapter: Input : 100-240v		40			

		AC, 50/60Hz universal Material: Mg-Al alloy base ,ABS plastic shell Color: Silver OS Support: Win10 / Win11 Battery: 4 Cell, ~30min Warranty: At Least 3 Years Warranty.					
Sub Total (A)							
B. UPS System with Batteries for different Science Labs.							
1	UPS for Central Research Lab	Best Quality Online UPS system 3 KVA/3 KW, HF Tower, long backup UPS, 40 AH × 12V sealed maintenance Free VRLA Battery × 8, Power Kit 2 for UPS Batteries Bank Installation. Vertiv/APC/Kotohira or Equivalent at least One year warranty equivalent		1			
2	UPS for Health Bio Technology Lab	Best Quality Online UPS system 6 KVA/5.4 KW with Standard backup and Batteries. Vertiv/APC/Kotohira or Equivalent at least One year warranty		1			
3	UPS for Clinical Sciences Lab	Best Quality Online UPS system 3 KVA/2.4 KW HF Tower, with Batteries, Standard backup . Vertiv/APC/Kotohira or Equivalent. at least One year warranty		1			
4	UPS for Botany Lab	Best Quality Online UPS system 10 KVA/10KW HF Tower, Standard Backup with Batteries. Vertiv/APC/Kotohira or Equivalent. at least One year warranty		1			
5	UPS for Zoology Lab	Best Quality Online UPS system 02 KVA/1.6 KW HF Tower, Standard Backup with Batteries. Vertiv/APC/Kotohira or Equivalent. At least One year Warranty		1			
7	Batteries for Chemistry Lab	12 volt 65 Amp or Equivalent at least one year warranty, Best Quality. With Installation.		04			
Sub Total (B)							
C. Electric Stabilizers for different Science Labs.							
1	Electric Stabilizers	3,000 watts or higher Best quality Stabilizer for refrigerators in different Science labs. Made of pure copper. at least One Year warranty		08			

Sub Total (C)

D. Security Items for Security Section:

1	Walkthrough Gate	9 Detection Zones with corresponding indicator lights, 2 sets of 5-digit high brightness red LED display, maximum Power Consumption 7.2 Watts.		02			

Sub Total (D)

E. IT Equipment for Department of Public Relation/Journalism Department.

S.No	Items Name	Specification	Name of Manufacturer/ & Model	Qty	Unit Price in PKR Inclusive all Taxes	Total Price	Bid Security (2% of the total Cost)
1	Desktop Computer	<p>All in One PC</p> <p>Processor: Intel Core i5 12th Gen</p> <p>Memory: 8GB DDR4 RAM</p> <p>Hard Drive 256GB m.2 SSD</p> <p>Hard Drive</p> <p>Hard Drive 1TB SATA Hard Drive</p> <p>Display: 21.5" FHD LED 1920×1080 (16:9)</p> <p>Product size: 535(W)×368 mm(Screen height) 425 mm(Overall height)</p> <p>Graphics Card: Integrated Graphics</p> <p>Sound Blaster: Full Duplex Sound</p> <p>WIFI: 150M wireless Wi-Fi</p> <p>Network card: 1000M Wired Network Card</p> <p>Bluetooth: Default BT4.2</p> <p>Multi-Media: High Definition Audio Codec; Stereo Speaker & microphone</p> <p>Interface: 1 × Power port, 1 × HDMI, 1 × LAN, 6 × USB, 1 × Audio Out, 1 × Mic in</p> <p>Keyboard: Standard USB Keyboard</p> <p>Mouse: Standard USB Mouse</p> <p>Webcam: 3.0M pixel Camera</p> <p>Power adapter: Input : 100-240v AC, 50/60Hz universal</p> <p>Material: Mg-Al alloy base ,ABS plastic shell</p> <p>Color: Silver</p> <p>OS Support: Win10 / Win11</p> <p>Battery: 4 Cell, ~30min</p> <p>Warranty: At Least 3 Years Warranty.</p>		01			

2	DSLR Camera	24, 1-Megapixel sensor DIGIC 8 Image processor 6 frames per second Continuous focusing bright optical viewfinder 45 cross type autofocus points vary angle touch screen colour LCD screen world quigest view AF system focuses in as little as 0.03 seconds built in flash with guide number of 12 able to record 4 k video Dual pixel CMOS AF tracking for focusing on moving subjects.		01			
3	Voice recorder/ Sound Recorder	Zoom H in 2 input / 2-track portable handy recorder with on board X/Y Microphone Speech sound effects and recording Onboard stereo Mic-built in speaker 3.5 mm Mic/Line input with plug in power Simple layout of common controls.		02			
4	Data Bank	High performance storage using a USB 3.0 "Super Speed" interface, 1TB external Hard Drive , Light and easy to carry portable hard drive for simply plug it in to any USB port and start saving photos, Videos and more		01			
5	Mic	Best quality made of aluminum Boss/Jibra/ Toa or equivalent at least One year warranty		02			
6	Tripod	Tri-leg, light weight Professional Heavy duty Aluminum Video Tripod with fluid video Head Kit Having multiple angle friction dampening fluid Head features a front to back - 90/+70 tilt, pan handle bar and a spirit level for accurate leveling via the tripods ball head connection Convenient transportation of any where we need the tripod		02			

7	Studio Light with stand	Power supply 220-240v Flash output 250 W Recycling time -2 sec Modeling Lamp -100W Weight 1.5 Kg Flash Duration 0.51/2500 S F Stop reading at 1 MTR ISO 10	02			
8	Drone Camera	Camera drone with 4/3 CMOS Hasselblad Camera, 5.1 K Video Omni directional obstacles sensing, 46-Min flight, RC Quad copter with advanced Auto Return, Max 15 km Video Transmission. Adjustable aperture for every scene completes with all respect.	01			
Sub Total (E)						
F. Heavy Duty Photocopier Machine For Finance, Audit and Procurement Section.						
1	Heavy Duty Photocopier Machine	Specification: Copy Speed CPM(A4) : 50 Printing Resolution : 2400× 600 dpi Memory CPU : 6 GB Security Solid State Drive: 128 GB Built in Interface: USB, Network Media Sizes: A4, Legal, Letter, A3 RADF: Built in Multiple Copying: 1 to 999 Copies. Paper Capacity: 500 Tray 1 × 2(1100 Sheets) + 100 sheets by pass Standard Touch Screen: 10" colour LED Touch Standard: Scan to USB and send features. Warm up time: 14 Seconds Functionality: Copy, Print, Scan Duplex unit: Built In Electronic Sorting: Built in Tonner Life Minimum 35000 pages A4 Size. Minimum One year warranty.	01			
Sub Total (F)						
Grand Total (A+B+C+D+E+F)						

Signature of the Bidder: _____

Name of Bidder: _____

-----Stamp of Bidder:-----

Note: 1. Quotation will not be acceptable without mentioning manufacturer name/Country of origin and Model. No

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

Financial Bids -Annexure-B

PRICE SCHEDULE FOR THE GOODS BOQ

Supply and Installation of IT Equipment

Name of Bidder:_____

Tender No: WUS/PROC/2024/1

Purchase of _____ to be completed is tabulated as under:

Package - B

(Purchase through HEC Fund for Improving Universities Financial
Autonomy and Governance using the latest Technology)

A. IT Equipment for (Computer Science Department)							
S.No	Items Name	Specification	Name of Manufacturer/ Model	Qty	Unit Price in PKR Inclusive all Taxes	Total Price	Bid Security (2% of the total Cost)
1	Desktop Computers	All in One PC Processor: Intel Core i7 12 th Gen Memory: 8GB DDR4 RAM Hard Drive 256GB m.2 SSD Hard Drive Hard Drive 1TB SATA Hard Drive Display: 21.5" FHD LED 1920×1080 (16:9) Product size: 535(W)×368 mm(Screen height) 425 mm(Overall height) Graphics Card: Integrated Graphics Sound Blaster: Full Duplex Sound WIFI: 150M wireless Wi-Fi Network card: 1000M Wired Network Card Bluetooth: Default BT4.2 Multi-Media: High Definition Audio Codec; Stereo Speaker & microphone Interface: 1 × Power port, 1 × HDMI, 1 × LAN, 6 × USB, 1		10			

		----- × Audio Out, 1 × Mic in Keyboard: Standard USB Keyboard Mouse: Standard USB Mouse Webcam: 3.0M pixel Camera Power adapter: Input : 100-240v AC, 50/60Hz universal Material: Mg-Al alloy base ,ABS plastic shell Color: Silver OS Support: Win10 / Win11 Battery: 4 Cell, ~30min Warranty: At Least 3 Years Warranty.				
2	Multimedia Projector with accessories	Multimedia Projector SVGA (800 x 600) Min., Maximum WUXGA (1,920 x 1,200) or higher 3,600 ANSI lumens or higher, DLP 3D ready, 3W Speaker, Keystone correction 40 degrees, Eco Projection, Lamp life minimum 10,000 hours in Extreme Eco mode, Project method: Front, rear, ceiling; Wall Mount Screen 8 x 6, Ceiling Mount, HDMI Cable 4k 20 meter, VGA Cable 20-meter, Power Cable 20-meter, Complete Installation, 3-year Warranty/Parts Warranty or Equivalent.		10		
3	UPS for IT Server	Best Quality Online UPS system 6 KVA/5.4 KW with Standard backup and Batteries. Vertiv/APC/Kotohira or Equivalent, at least One year warranty		1		
Total Price inclusive all Taxes						

Signature of the Bidder: _____

Name of Bidder: _____

Stamp of Bidder: _____

Note: 1. Quotation will not be acceptable without mentioning manufacturer name and Model. No
2. In case of discrepancy between unit price and total, the unit price shall prevail.

- **Upon delivery & Installation**

The Women University Swabi shall conduct detailed physical inspection of the goods during delivery/Installation as per approved specification. During inspection if the goods found defective, fabricated/ used or below the minimum technical specifications shall be rejected.

The **Purchase Committee** of Women University, Swabi and concerned heads of institutions shall issue acceptance certificate of the goods delivered at the sites and if any damage during the transit shall be the responsibility of supplier/firm and firm shall bound to provide the goods in satisfactory condition at designated institution. The warranty period of the supplied goods shall be 12 (Twelve) months start from date of acceptance of the supplies. The supplier shall be bound to rectify/replace any item on its own cost during the warranty period. The period for correction of defects in the warranty period is 30 (thirty) days. The qualified bidder/firm shall arrange technical and product training without any cost.

Annexure – C
Technical – Bid

Section II.

Technical Specifications

(Detailed of Technical Specifications of IT & Electrical Equipment to be provided in the
Price Schedule form)

Part Three

Section I.

General Conditions of Contract

General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form 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 Goods” means all of the equipment, machinery, and/or other materials 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 and 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” mean the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.
- (h) “The Purchaser’s country” is the country named in SCC.
- (i) “The Supplier” means the individual or firm/Company supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.
- (l) “WUS” means Women University of Swabi
- (m) “IFB” means Invitation for bid

2. Application

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

-
- 3. Standards** 1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 4. Inspections and Tests** 1 The Women University Swabi or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the University. SCC and the Technical Specifications shall specify what inspections and tests the University requires and where they are to be conducted. The University shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.
- 2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the goods shipment from the factory/warehouse.
- 5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 5. Packing** 1 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 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.
- 2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
- 6. Delivery and** 1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in

Documents the Schedule of Requirements.

- 2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes.

7. Transportatin 1. The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs such as loading/unloading cost shall be included in the Contract Price.

8. Warranty 1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

- 3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

- 5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

9. Payment 1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

- 2 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.

- 3 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.

4 The currency of payment is Pak. Rupees.

- 10. Prices**
- 10.1 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.
- 11. Change Orders**
- 11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of packing;
 - (c) The place of delivery.
- 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 12. Contract Amendments**
- 12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 13. Assignment**
- 13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
- 14. Delays in the Supplier's Performance**
- 14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 14.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

- 14.3 Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.

15.Liquidated Damages

- 15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.

16.Termination for Default

- 16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; 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.

- 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, 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.

-
- 17. Force Majeure**
- 17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, 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.
- 17.2 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.
- 17.3 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.
- 18. Resolution of Disputes**
- 18.1 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.
- 18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.
- 19. Governing Language**
- 19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 20. Applicable Law**
- 20.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 21. Notices**
- 21.1 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.
- 21.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 22. Taxes and Duties**
- 22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section II.

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—**The Purchaser is:** (Women University Swabi Topi Road, Kotha, District Swabi. Ph. No. 0938-221131). 03359901317

GCC 1.1 (h)—**The Purchaser's country is:** Islamic Republic of Pakistan.

GCC 1.1 (k)—**The Project Site is:** (Women University Swabi Topi Road, Main Campus, Kotha, District Swabi. Ph. No. 0938-221131).

2. Inspections and Tests (GCC Clause 4)

GCC 4.1—**Inspection and tests prior to supply of Goods and at final acceptance are as follows:** The Purchaser or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. In this regard, “Note” under Schedule of Requirements (Section I, Part Two) is a part of these conditions of contract.

3. Packing (GCC Clause 5)

GCC 5.2 – **Packing & accessories:** The bidder shall deliver the supplies at the destination in scratch less condition with all the manufacturer supplied accessories.

4. Warranty (GCC Clause 8)

GCC 8.2—In partial modification of the provisions, the warranty period of the supplied goods shall be 12 (Twelve) months from date of acceptance of the supplies. The Supplier shall, in addition, comply with the performance and / or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2.

GCC 8.4 & 8.5—**the period for correction of defects in the warranty period is:** 30 (Thirty) days.

5. Payment (GCC Clause 9)

GCC 9.1 & 9.3 —the method and conditions of payment to be made to the Supplier under this Contract shall be as Follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) **On Acceptance: Hundred (100)** percent of the Contract Price of the supplies delivered and received shall be paid within thirty (30) days of submission of claim supported by the acceptance certificate issued by the purchaser.

6. Prices (GCC Clause 10)

GCC 10.1—**Prices shall be:** Fixed.

7. Liquidated Damages (GCC Clause 15)

GCC 15.1—**Applicable rate:** Applicable rates shall not exceed one (1.0) % per week and the maximum shall not exceed ten (10) % of the contract price.

8. Resolution of Disputes (GCC Clause 18)

GCC 18.2—the dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan.

9. Governing Language (GCC Clause 19)

GCC 19.1—**The Governing Language shall be:** English.

10. Notices (GCC Clause 21)

GCC 21.1—**Purchaser’s address for notice purposes:**

(Convener Central Purchase committee, Women University, Swabi. Guloo Dheri, District Swabi Khyber Pakhtunkhwa, Pakistan Ph. No.# 0938-224222

—**Supplier’s address for notice purposes:**

Annexure-D

FORM OF CONTRACT AGREEMENT

This agreement made on this day _____ of _____ 2024 between the Women University, Swabi (herein after called the Purchaser) of the one part and _____ (herein after called the Supplier) of the other part. Whereas the Purchaser invited bids for purchase of IT Equipment/ Photocopier Machine/ Projectors/UPS/ Batteries viz _____ and has accepted a Bid by the Supplier for the supply of those IT Equipment/Machinery /Photocopier Machine in the sum of Rupees _____ (hereinafter called the Contract Price. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read as construed as part of this agreement viz:
 - a. The purchasers Notification to the Supplier of Award of Contract (Supply Order)
 - b. The form of Bid and the price schedule submitted by the Supplier;
 - c. APPENDICES to BID.
2. The successful supplier shall be bound to supply the required items at approved rates within 45 days for Local Items and 90 days for Imported Items of the receipt of supply order. In case of delay in supply within stipulated time the penalty @ 0.1% per day will be imposed for first 10 days and thereafter @ 0.15% per day in the subsequent period on the delayed completion of task.
3. The item if found sub-standard or if not according to specification shall be replaced free of cost by the Supplier.
4. The supplier shall be bound to deliver and install the approved IT equipment's at the Site of installation at their own cost. However, the pre-requisite for the installation will be provided by the University.
5. Strict action will be taken against the supplier in case of any fraudulent practice by the supplier.
6. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate the Equipment /Machine deliver upon full fill recent of all the obligations stipulated in the Contract. The payment to the supplier will be made from the by Purchaser after installation and inspection by technical committee and satisfactory report by end-users.
7. The Supplier is responsible for all taxes according to the laws of the Islamic Republic of Pakistan and Khyber Pakhtunkhwa Province.
8. The Supplier shall be responsible for deduction of 1% stamp duty while executing the contract as per Provincial Assembly Notification No. PA/NWFP/legis-1/2001/13723 dated 7/07/2007 regarding finance bill article No.22 (A) (B).
9. DPR @ 2000 per Million will be deducted on the supplier bill.
- 10. Warranty:**
 - 10.1 The Supplier warrants that all the good are new, unused and of the most recent or current models and that they incorporate all recent improvements in design and materials.
 - 10.2 The Supplier further warrants that the goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the condition prevailing in Khyber Pakhtunkhwa.

-
- 10.3 The warranty shall remain valid for twelve (12) months after the goods have been delivered to and accepted by the Purchaser.
- 10.4 The WUS shall give Notice to the supplier stating the nature of any such defects together with all available evidence thereof; promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 10.5 Upon receipt of such Notice, the supplier shall, within fifteen (15) days expeditionly replace the defective goods or parts thereof, at no cost to the Purchaser.
- 10.6 If having been notified the Supplier fails to remedy the defects within the stipulated period, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
11. The WUS Technical / Inspection Committee of University shall have the right to inspect / test the goods to confirm their conformity to the contract specification. The inspection and test may be conducted in the premises of WUS. The supplier shall provide all reasonable assistance, including access to drawings and production data, at no change to the Purchaser.
12. The purchaser may reject any equipment that fail to pass any test and / or inspection on do not conform to the specifications. The supplier shall replace the rejected equipment at no cost to the Purchaser and shall repeat the test or Inspection.
13. 10% Security of the total cost of contract shall be submitted by the successful bidders at the time of supply of goods. The 10% Security will be released to the bidder at lapse of warranty period.
14. The Contract is valid Up to March, 31, 2025.
1. **Termination:** Termination for default:
The Women University Swabi, without prejudice to any other remedy for breach of contract by notice of default sent to the supplier, may terminate the contract in whole or in part.
- I. If the supplier fails to deliver any or all of the goods within the period specified in the contractor.
 - II. If the supplier fails to perform any other obligation under the contract.
- In the event the Women University Swabi terminates the contract in whole or in part, the WUS may procure, upon such terms and in such manner as it deems appropriate Goods or related services similar to those undelivered or not performed, and the Supplier shall be liable to the purchaser to any additional costs for such similar goods.
- a. If the supplier, in the judgment of the WUS has engaged in corrupt and fraudulent practices in competing for or in executing the contract.
2. **Assignment:** The supplier shall not assign, in whole or in part its obligation under the contract

Party – 1

Party – 2 (The Supplier)

(Registrar) Women University Swabi

Name of Supplier: _____

Address of Supplier: _____

Phone Number of Supplier: _____

Fax No. _____

Name of the authorized person: _____

Signature: _____

Designation of authorized person: _____

Stamp of the Firm: _____

Dated: _____

Witness No. 1

Name: _____

Signature: _____

CNIC No: _____

Witness No. 2

Name: _____

Signature: _____

CNIC No: _____

Annexure-E

4. Form of Integrity Pact

Contract No. _____ Package # _____ Dated _____
Contract Value: _____
Contract Title: _____

1. [Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.
2. Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.
3. [name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.
4. [name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.
5. Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] 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 an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Purchaser: Registrar
Women University Swab

Name of Supplier:

Signature:
[Seal]

Signature:
[Seal]

ANNEXURE - F

(TO BE ATTACHED WITH TECHNICAL BID)

(TO BE SUBMITTED BY BIDDERS ON DEMAND OF WOMEN UNIVERSITY SWABI)

FAIR PRICE CERTIFICATE

WEM/S_____HEREBY CERTIFYTHATPRICES
QUOTED BY US AGAINST WOMEN UNIVERSITY SWABI TENDER NO.**WUS/PD/3/21** ARE
THE LOWEST AND MOST COMPETITIVE AS GENERALLY APPLICABLE TO ALL OTHER
BUYERS AND OR SOLD THROUGH OUR AGENTS AS PER PREVAILING INTERNATIONAL
MARKET AS ON THE DATE OF QUOTE AND IF IT IS ESTABLISHED AT ANY STAGE
THAT THESE WERE HIGHER, WE SHALL BE HELD RESPONSIBLE AND AGREE TO PAY
IMMEDIATELY THE DIFFERENTIAL TO WOMEN UNIVERSITY SWABI.

SIGNATURE AND SEAL OF THE

MANUFACTURER/SOLE AGENT/AUTHORIZED DEALER

NOTE: FAIR PRICE CERTIFICATE WILL BE REQUIRED, IN CASE SINGLE BID IS
FOUND TECHNICALLY RESPONSIVE IN THERESPECTIVE TENDER.

ANNEXURE - G**Form 4*****Mandatory for participation in Bidding Process*****AFFIDAVIT**

I, _____ S/o _____ aged _____
_____ years _____ working as Proprietor/Managing
Partner/Director of _____ M/s
_____ having _____ its _____ registered _____ office

1. That I am competent to swear this affidavit being proprietor/one or the partners/ Director of M/s _____
2. That M/s _____ is a proprietorship/partnership firm/company is participating in tender process conducted by Institute.
3. That I hereby confirm and declare that none of my/our group/sister concern/associate company is participating/ submitting this tender.
4. That I hereby confirm and declare that my/our firm/company M/S _____ and my/our firm/group/company/ sister concern / Associate company have not been blacklisted/de-listed any Institutional agencies/Govt. Dept. / Public Sector Undertaking.
5. That there is no change in the Name & Style, Constitution and Status of the firm, after Pre-qualification.
6. That I further undertake that in case any of the facts contained above and in-our application is round other-wise or incorrect or false at any stage, my/our firm/company/ group/sister concerns/ associate companies shall stand debarred from the present and future tenders of the WOMEN UNIVERSITYSWABI.

(Signature of the Proprietor/ Managing Partner/Director with Seal) DEPONENT

Verified at _____ on _____ that the contents of paras 1 to 6 of this affidavit are true and correct to best of my knowledge and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

ANNEXURE -H**(TO BE ATTACHED WITH TECHNICAL BID)****BLACK LISTING PROCEDURE**1. Blacklisting

Blacklisting means; temporarily or permanently, barring an entity or a person against whom proceedings have been initiated including but not limited to bidder, contractor, supplier, agent, consultant, company, partnership or firm; hereinafter referred to as, Respondent from participating in any future procurement of goods and services. The Respondent(s) individually or collectively as a consortium may stand blacklisted if found to have been involved in any or all of the following acts:

- a) Undermines or adversely affects the operations of the company through any of the following:
 - Withdrawing a bid during the bid validity period;
 - Failure or refusal to:
 - i. sign the Contract;
 - ii. accept Purchase Order / Service Order Terms;
 - iii. execute work;
 - iv. submit 2% earnest money as per tender terms;
 - v. make supplies as per specification agreed;
 - vi. fulfill contractual obligations as per contract;
 - vii. meet purchase order / service order terms and conditions; and/or,
 - viii. to remedy underperformance as per contractual obligations.
 - ix. Or any other non-compliance of obligations vital for the execution / compliance of the contract.
- b) Repeated non-performance.
- c) Indulgences in corrupt or fraudulent practices while obtaining or attempting to obtain contracts in the company.
- d) Convicted of fraud, corruption tax evasion or criminal misappropriation by a court of competent forum.
- e) Notified blacklisted/debarred/cross debarred by any public sector organization or international agency. In this regards the contractor has to submit a certificate that he or his principal is not declared blacklisted / debarred / cross debarred by any public sector organization or international agency
- f) Furnished information that was false and materially inaccurate or submitted forged or fake documents.

2. Debarment of Natural Terms.

The following shall stand disqualified and debarred from participating in WOMEN UNIVERSITY SWABI tenders or contracts pursuant to black listing proceedings:

- i. In case of a company; all directors including its Chairman, Chief Executive and Chief Financial Officer.
- ii. In case of partnership; all partners
- 3. Debarment of Associated Companies or Entities

Where a company or an entity has been blacklisted, all its associated or subsidiary undertaking whether by way of common directorship, common management and control, shareholding or direct or indirect control through directors of blacklisted entity etc. shall also stand disqualified from participating in WOMEN UNIVERSITY SWABI tenders or contracts

- 4. Proceedings for blacklisting
 - a) Convener, Procurement Committee on his own accord or on receipt of information or a complaint shall refer the matter to the Procurement Committee.
 - b) The Committee after examining the material placed before it shall determine whether it is necessary and appropriate to initiate formal blacklisting proceedings.
 - c) In case the Committee decides to initiate blacklisting proceedings, Respondent shall be formally intimated in writing about the nature of complain/matter and initiation of blacklisting proceedings.
 - d) The Respondent shall be intimated by giving a 15days' notice through courier services, registered post or fax or email and, shall be provided an opportunity of furnishing response either through written representation or personal hearing or both.
 - e) In case the Respondent fails to furnish his defense or representation the committee may proceed expert on the basis of information, record and material available before it provided that two subsequent notices at seven working days intervals have been given.
 - f) The Committee shall complete its proceedings within 60 days from the date of first notice given pursuant to paragraph (d) above.
 - g) The Respondent against whom blacklisting proceedings have been initiated may be represented through:

In case of an individual or sole proprietorship; in person.

- ii. In case of a firm or partnership; by the Chief executive or the Managing Partner, duly authorized.
- iii. In case of a company; by the Chief Executive or a Director or any officer duly authorized by the Company
- 5. Findings & Decisions:
 - a) The Committee after finalizing its proceedings shall record its findings in writing and decide one of the following measures for implementation:

- i. Temporarily debarred, specifying the time period;

- ii. -----
Blacklisted if the Respondent fails to take remedial action within the specified time; or,
- iii. Blacklisted.
- b) The order of the Committee shall be communicated in writing as per Form3.
- c) The documents, deliberations reduced in writing and all records of proceedings are to be maintained for five years by the Procurement Cell
- 6. Appeal -
 - a) The Respondent may appeal within 15 days working days of intimation of decision of the Committee to the Vice Chancellor in writing of any irregularity in the decision of the Committee.
 - b) If there exists any substance in the appeal the Vice Chancellor after recorded reasons may direct that Committee may review the case by providing opportunity of hearing to the Respondent provided that the review shall be completed within 30days.
 - c) The Committee shall record its findings in writing and refer the same to the Vice Chancellor for appropriate

