

COMSATS University Islamabad

Sahiwal Campus

TENDER DOCUMENTS

For

Procurement of Equipment for Power Lab of Electrical Engineering

Department, CUI-Sahiwal Campus

(Tender No. CUI/SWL/Procurement/FY 25-26/34/217)

Submission and Opening Date for Tender:

December 22, 2025 (Tuesday)

Submission Time for Technical and Financial Proposals: 1400 hours

Opening Time (only Technical Proposals): 1430 hours

December 2025



Purchase Department

COMSATS Road, Off G.T.Road, Sahiwal

Tel: 040-4305666-Ext-128& 186

Web:<https://www.sahiwal.comsats.edu.pk/Tenders.aspx>

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Tender Notice

Invitation to Bid

(Tender No. CUI/SWL/Procurement/FY 25-26/34/217)

Procurement of Equipment for Power Lab of Electrical Engineering Department, CUI-Sahiwal Campus

1. COMSATS University Islamabad, Sahiwal Campus, a public sector organization invites bids through e-Pak Acquisition & Disposal System (EPADS) [**https://eprocure.gov.pk**](https://eprocure.gov.pk) from the *original manufacturers/authorized distributors/supplier* registered with income and sales tax departments and who are on active taxpayers list (ATL) of FBR for the work titled “Procurement of Equipment for Power Lab of Electrical Engineering Department, CUI-Sahiwal Campus”.
2. The procedure of open competitive bidding is Single Stage-Single Envelope.
3. The complete Tendering process will be carried out through e-Pak Acquisition & Disposal System (EPADS) [**https://eprocure.gov.pk**](https://eprocure.gov.pk).
4. Interested bidders are requested to register themselves on the e-Pak Acquisition & Disposal System (EPADS) [**https://eprocure.gov.pk/#/supplier/registration**](https://eprocure.gov.pk/#/supplier/registration) and submit their tender documents through the EPADS.
5. The Bid Security for the Bid is **Rs. 75,000/-** in the form of Call Deposit/Bank Draft (refundable) drawn in favor of “COMSATS University Islamabad-Sahiwal Campus” (FTN/NTN: 9010416.) scanned copy of which is required to be uploaded through EPADS and hard copy must be submitted physically (In separate envelope) along with hard-copy of sealed bidding document on the closing date of the tender to COMSATS University Islamabad, Sahiwal Campus on the address given below.
6. The tender documents must be submitted via EPADS latest by **December 22, 2025 till 1400 hours**. Bids will be opened at **1430 hours** on the same day, in the presence of bidder's representatives who choose to attend at the same address. This advertisement is also available on the PPRA website at [**www.ppra.org.pk**](http://www.ppra.org.pk) and on the Campus Website at [**https://sahiwal.comsats.edu.pk/Procurement/Tenders.aspx**](https://sahiwal.comsats.edu.pk/Procurement/Tenders.aspx)

02. Key Points

Table # 1

S.N	Detail	Specification
1.	Validity of Bid	60 Days from the date of closing of Bids
2.	Award of Contract / W.O	Item Wise Basis
3.	Delivery Time	30 Days from the date of issuance of W.O
4.	Method	Single Stage Two Envelope Procedure
5.	Closing Date & Time	December 22, 2025 till 1400 hrs
6.	Opening Date & Time	Half Hour after the Closing Time on the same day
7.	Bid Security Amount (Under Rule 25 of PPRA Rules 2004)	Rs: 75,000/
8.	Performance Guarantee (Under Rule 39 of PPRA Rules 2004)	Warranty for Equipment (Excluding Consumables) is one Year. However, 05% of the total value of the Invoice or a Bank Guarantee issued by a Scheduled Bank in Pakistan will be retained as security by COMSATS University Islamabad, Sahiwal Campus which will be released after One year from the date of delivery / completion of work / supply. Insurance Guarantee is not acceptable. After finalization of the bid and signing contract, performance guarantee is required to be submitted and bid security is to be released.

3. Technical Evaluation Criteria:

Table # 2: Mandatory Requirements:

Detail	Criteria
1. Draft of Bid Security <i>(To be Physically Submitted to Purchase Section on the Closing Date)</i>	Mandatory
2. Financial Bid / Quotation (Strictly as per CUI pattern) <i>Any alteration/addition/deletion shall dis-qualify the bidder from the bidding process</i>	Mandatory
3. Declaration Form	Mandatory
4. Active Taxpayer List (ATL) of FBR <i>Status as "Active" in I.T and Compliance Level is 100% in GST</i>	Mandatory
5. Proof of Non-Blacklisting: <i>Affidavit on legal paper of appropriate value (duly attested from notary public) OR letterhead that the firm/company is neither blacklisted nor in litigation with any public sector client</i>	Mandatory
6. Compliance with CUI requirement/Specification <i>Mentioning of Brand Name (if any) is mandatory. Blank technical sheet shall be treated as non-compliance and may result rejection of tender / bid</i>	Mandatory
7. Professional Experience <i>List of 05 executed similar contracts in the last 4 Year (July 2021-till date)</i>	Mandatory
8. Submission of Tender document through EPADS as well as one hard copy (Technical Bid Envelope, Financial Bid Envelope, Bid Security as per prescribed time in the tender notice).	Mandatory

- Failing in any of the mandatory requirement shall disqualify the bidder from the bidding process.
- Technical Committee may ask Product Sample/demonstration at the time of technical evaluation.
- After evaluation of bidders in technical evaluation process, financial bids of technically qualified bidders shall be only opened later on prior notice.
- **DO NOT** attach any information or portfolio which is not requested. Only provide the demanded information

4. FINANCIAL PROPOSAL

(On Company's Letterhead)

Ref No:

NTN:

Date:

GST:

<u>Procurement of Equipment for Power Lab of Electrical Engineering Department, CUI-Sahiwal Campus</u>					
Sr No	Item Name and Description	QTY	Quoted Model/ Brand	Unit Rate with all Applicable Taxes and Delivery Charges	
				Unit Rate (Rs.)	Total Amount (Rs.)
01	Variable Three Phase Supply module (Min 10 A, 440V with Ammeter & Voltmeter) IT-6000-Equivalent OR Equivalent	1			
02	Resistive Load Module (variable) (Min 3 set of Resistance per line with grounding) IT-6004- Equivalent OR Equivalent	1			
03	Inductive Load Module (Variable) (Min 3 set of Inductance per line grounding) IT-6005- Equivalent OR Equivalent	1			
04	Digital Power Meter (Watt , Vars) IT-6051- Equivalent OR Equivalent	5			
05	Power Factor Meter IT-6049- Equivalent OR Equivalent	5			
06	ARC Welding Module (Angle grinder, welding wires, glasses, marking tools, clamps) ING-MMA1302-1- Equivalent OR Equivalent	1			

07	Digital Clamp Meter UT200R UNI-T- Equivalent OR Equivalent	5			
08	Digital Lux Meter UT383S UNI-T Equivalent OR Equivalent	4			
09	Power Cables Samples (7/29, 7/36, 7/44, Service Main, Single and 3 Core Cable LT & HT, Belted, Screened Cables, H Type) Fast Cable/Pakistan cable- Equivalent OR Equivalent	2 meter each			
10	Distribution System Insulators (Pin, Strain, Shackle, Suspension)- Equivalent OR Equivalent	1 each			
11	Overhead Conductor Samples (AAC, AAAC, ACSR, ACAR) Fast Cable/Pakistan cable- Equivalent OR Equivalent	2 meter each			
12	Low Voltage Circuit Breaker (15A, 30A, 60A, 100A, 1 pole, 3 Pole) (SCHNIDER Electric)/ABB/ Equivalent OR Equivalent	5 each			
13	Lights bulbs of different ratings (Incandescent, Fluorescent, LEDs) Philips- Equivalent OR Equivalent	5 each			
14	Electrical tools kit set (Screw Drivers, Pliers, Fuses, Insulated Gloves, Tester, Multi-meter) Equivalent OR Equivalent	5			
15	Components of house wiring [Power Plugs(5), Switches(10), PVC pipes(10 meter) and Duct(10 meter), Changeover(2), digital multi-meter (10), CT (2) (SCHNIDER Electric /ABB) Equivalent OR Equivalent				
16	3 Phase Motor 3hp (optional for PF experiments) Equivalent OR Equivalent	1			
	Grand Total (Rs.)				

- The bid is submitted without any conditions. If selected, the brand specified by CUI, as mentioned above, shall be provided. In case of non-provision of the specific brand, my full bid security shall be forfeited.
- All the terms and conditions provided by COMSATS University Islamabad –Sahiwal Campus are acceptable unconditionally, including **bid validity and delivery time, warranty period**.

Name of Authorized Person: _____

Contact (Cell Number): _____

Date: _____

Signature _____

Official Company Seal: _____

5. Technical Compliance Performance

(On Company's Letterhead)

Ref No:		NTN:	
Date:		GST:	

Procurement of Equipment for Power Lab of Electrical Engineering Department, CUI-Sahiwal Campus

Sr No	Item Name and Description	Brand Being Offered	Compliance	Non-Compliance	Higher if any
1	Variable Three Phase Supply module (Min 10 A, 440V with Ammeter & Voltmeter) IT-6000-Equivalent OR Equivalent				
2	Resistive Load Module (variable) (Min 3 set of Resistance per line with grounding) IT-6004- Equivalent OR Equivalent				
3	Inductive Load Module (Variable) (Min 3 set of Inductance per line grounding) IT-6005- Equivalent OR Equivalent				
4	Digital Power Meter (Watt , Vars) IT-6051- Equivalent OR Equivalent				

5	Power Factor Meter IT-6049- Equivalent OR Equivalent				
6	ARC Module grinder, wires, marking clamps) Welding (Angle welding glasses, tools, ING- MMA1302-1- Equivalent OR Equivalent				
7	Digital Clamp Meter UT200R UNI-T- Equivalent OR Equivalent				
8	Digital Lux Meter UT383S UNI-T Equivalent OR Equivalent				
9	Power Cables Samples (7/29, 7/36, 7/44, Service Main, Single and 3 Core Cable LT & HT, Belted, Screened Cables, H Type) Fast Cable/Pakistan cable- Equivalent OR Equivalent				
10	Distribution System Insulators (Pin, Strain, Shackle, Suspension)- Equivalent OR Equivalent				
11	Overhead Conductor Samples (AAC, AAAC, ACSR, ACAR) Fast Cable/Pakistan cable- Equivalent OR Equivalent				

12	Low Voltage Circuit Breaker (15A, 30A, 60A, 100A, 1 pole, 3 Pole) (SCHNIDER Electric)/ABB/ Equivalent OR Equivalent				
13	Lights bulbs of different ratings (Incandescent, Fluorescent, LEDs) Philips- Equivalent OR Equivalent				
14	Electrical tools kit set (Screw Drivers, Pliers, Fuses, Insulated Gloves, Tester, Multi-meter) Equivalent OR Equivalent				
15	Components of house wiring [Power Plugs(5), Switches(10), PVC pipes(10 meter) and Duct(10 meter), Changeover(2), digital multi-meter (10), CT (2) (SCHNIDER Electric /ABB) Equivalent OR Equivalent				
16	3 Phase Motor 3hp (optional for PF experiments) Equivalent OR Equivalent				

- The bid is submitted without any conditions.
- All the terms and conditions set forth by COMSATS University Islamabad Sahiwal Campus are acceptable unconditionally, including **bid validity and delivery time**.
- I understand that blank technical sheet / non-mentioning of Brand and Model shall make my bid non-responsive and may result rejection of my bid.

Name of Authorized Person:	
Date:	
Signature	
Official Company Seal:	

6. Declaration Form

(THIS FORM IS TO BE PROVIDED WITH THE BID)

All the terms & conditions have been carefully read and understood and are hereby unconditionally accepted and it is declared that:

- a) I understand that by inserting any condition in my bid consciously or unconsciously shall automatically disqualify me from the bidding process.
- b) By altering/adding/deleting any point, clause, condition in the documents provided shall automatically disqualify me from the bidding process.
- c) All the information furnished by me here-in is correct.
- d) I have no objection if enquiries are made about the work listed by me/us in the accompanying sheets /annexure.
- e) I agree that the decision of CUI in selection shall be final and binding to me.
- f) I have read the instructions appended to the proforma and I understand that if any false information in the document is noticed at a later stage, CUI is at liberty to act in a manner in accordance with the applicable rules and terms & conditions of the tender, which may include Penalty AND/OR forfeiting of bid security AND/OR blacklisting for future tendering with CUI AND/OR bar from business with CUI for a period of six months.

Tender Title	
Name of Firm/ Company	
Year of Establishment in this business	
Name of Authorized agent	
Office Address	
GST No.	
NTN.	
Valid Cell No.	
Valid E-mail (For all official correspondence)	
Signature & Stamp (Authorized Representative)	

7. General Terms & Conditions of the Tender

No tender/bidder shall be considered if: -

- a) Not uploaded through EPADS.
- b) Received without required documentation or deficiency in required documentation.
- c) Received without bid security.
- d) In contradiction with the specification given by the CUI.
- e) Received with any condition.
- f) The bidder is in litigation with CUI or is blacklisted by any organization or is notified as blacklisted on PPRA website.

8. Contact person and Submission of Bids:

Contact Person for all inquiries and clarification and bids submission shall be the undersigned.

Secretary Purchase Committee/In Charge Purchase
COMSATS University Islamabad Sahiwal Campus
COMSATS Road off G.T Road, Sahiwal,
Tel: 040-4305001, 040-4305005-186
Email: purchase@cuisahiwal.edu.pk

9. Validity of Bids:

- i. The Bid shall remain valid as mentioned in **Table 1** of the tender document.
- ii. Any bidder/firm/ company which refuses to accept the work order based on market price escalation shall result in forfeiting the bid security, CUI shall also initiate blacklisting procedure.

10. Price of the Bid:

- i. Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
- ii. Applicable Income tax and GST shall be deducted at source/as per rules. In case of exemption, please mention and attach the proper documentation duly verified from the concerned tax authorities/FBR; however, CUI shall be final authority to accept or reject the exemption certificate. In case of non-acceptance, CUI shall deduct all applicable taxes as per tax rate. CUI shall provide a certificate of tax deduction, and the vendor may claim refunds from Tax Authorities/FBR.
- iii. In case of tie in rates of the lowest bidders, CUI shall ask the bidders to quote a price in sealed envelope to break the tie, and the envelopes shall be opened in presence of the bidders, preferably on the same date, and the bidder offering the lowest cost shall be considered as the lowest bidder.
- iv. Unit price shall be taken up to 1 decimal point. The total cost shall be round-up to zero decimals.
- v. Arithmetical errors shall be rectified on the following basis.
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price (exclusive of GST) quoted by the bidder shall be

considered as valid and shall prevail, and the total price shall be calculated and corrected accordingly. If the bidder refuses to accept the corrected arithmetic error, the bid would be rejected and bid security would be forfeited.

- b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- vi. In case of no mention of GST, the price/cost shall be considered as inclusive of prevailing GST.

11. Bid Currencies & Bid Security:

- i. Prices shall be quoted in Pak Rupees.
- ii. The currency of the Bid Security shall also be in Pak Rupees.
- iii. The Bidder shall furnish, as part of its bid, bid security as specified in **Table 1** of the tender document. The bid security is required to protect CUI against the risk of Bidder's default which would warrant the security's forfeiture.
- iv. The Bid Security shall be denominated in the local currency, and it shall be in favor of **COMSATS University Islamabad-Sahiwal Campus (FTN/NTN: 9010416)**, in any of the following forms:
 - a. Bank Draft
 - b. Pay Order
- v. A scanned copy of bid security is required to be uploaded through EPADS, and hard copy must be submitted physically on the closing date of the tender to COMSATS University Islamabad-Sahiwal Campus on the address given in the tender notice. Non-submission of Bid Security shall result in non-responsiveness.
- vi. No personal cheques shall be acceptable at any cost. Also, any previous bid security shall not be considered or carried forward.
- vii. The bid security found deficient of the required amount shall not be considered.
- viii. Unsuccessful bidders' bid security shall be released and returned as promptly as the successful bidder gives consent to the work order or sign the contract agreement, whichever is applicable.
- ix. The successful Bidder's bid security shall be retained till the complete delivery of items.
- x. The bid security of the bidder shall be forfeited if the bidder:
 - a. If a bidder withdraws its bid during evaluation process.
 - b. Does not accept the correction of arithmetic errors in its bid.
- xi. The bid security of the **successful** bidder shall be forfeited if the bidder:
 - a. Fails to accept the work order/sign the contract agreement after announced as successful Bidder.
 - b. Fails to comply with the requirement of the bid and contract.
 - c. Refuse to supply the brand demanded.

12. Clarification of Bidding Document:

During evaluation of the bid(s), CUI may, at its discretion, ask the Bidder for a clarification of its bid (through EPADS portal) and such information imperative for evaluation. 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. In case the bidder fails to respond within given deadline, the bidder shall be considered as non-responsive and shall be disqualified from the bidding process.

13. Opening of Bids:

CUI shall open all bids through EPADS at the time, date, and place specified in tender notice, in presence of bidders' representatives who wish to attend the meeting and shall sign an attendance sheet as evidence of their presence.

14. Influencing the evaluation process:

- i. No Bidder shall contact CUI on any matter relating to its bid, from the time of bid opening to the time evaluation report is made public. If the Bidder wishes to bring additional information or has a grievance to submit, it should do so through EPADS.
- ii. Any effort by a Bidder to influence CUI during bid evaluation may result in disqualification of the bid.

15. Qualification & Evaluation of Bids:

- i. CUI shall determine whether the Bidder is qualified to fulfil the contract satisfactorily, in accordance with the criteria & qualifications listed in the tender document.
- ii. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as demanded by CUI in the tender document.
- iii. CUI shall technically evaluate and compare the bids which have been determined to be substantially responsive, as per evaluation criteria given in the tender document.
- iv. The bidder's financial evaluation of a bid shall be based on the lowest evaluated bid inclusive of all prevailing taxes and duties.
- v. The bids shall be evaluated to determine the lowest evaluated bid/most advantageous bid.
- vi. Samples are mandatory, if and where, specifically demanded, and bid without samples shall be considered non-responsive. No samples shall be accepted after the closing date. The sample(s) provided by the bidder shall be compared to CUI approved samples.
- vii. After technical evaluation of bids, sample(s), if provided by bidders, may be picked up from the procurement section within 30 days from the date of the final evaluation report. Failure on the part of

the bidder(s) to collect the samples within the stipulated time shall allow CUI to dispose-off the samples and no claim of the vendor shall be considered afterwards.

viii. No bidder shall be eligible for any margin of preference in the Proposal Evaluation.

ix. CUI shall examine the bids as whether:

- a) They are complete in all respect.
- b) Any computational errors have been made.
- c) Required financial sureties have been furnished.
- d) The documents have been properly signed.

x. CUI may waive any minor non-conformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

a. *Explanation: A minor informality/ non-conformity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. CUI either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality / non-conformity in a bid or waive the deficiency, whichever is advantageous to CUI.*

xi. Prior to the detailed evaluation, CUI shall determine the substantial responsiveness of each bid to the bidding documents. For the purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.

xii. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law and Taxes and Duties shall be deemed to be a material deviation. The CUI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

xiii. If a bid is not substantially responsive, it shall be rejected and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

16. Notification of Evaluation Reports:

The evaluation reports shall be notified through EPADS.

17. Procedure of Open Competitive Bidding

COMSATS University Islamabad, Sahiwal Campus, will follow the PPRA rule of Single Stage Two Envelope Procedure;

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal;
- ii. The envelopes shall be marked as “**FINANCIAL PROPOSAL**” and “**TECHNICAL PROPOSAL**” in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- v. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned unopened to the respective bidders;
- ix. and The bid found to be the lowest evaluated bid shall be accepted.

18. Corrupt or Fraudulent Practices & Blacklisting:

- i. CUI requires that Bidders, Contractors, and Subcontractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
 - a. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. “Fraudulent practice” means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of CUI,

- c. "Collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive CUI of the benefits of free and open competition.
- ii. CUI shall have the right to reject a proposal for award if it determines that the bidder has been engaged in corrupt or fraudulent practices in the past with any organization.
- iii. Any bidder/firm/company which is blacklisted by any organization and/or notified as blacklisted by PPRA shall be considered disqualified from the bidding process unless and until it is de-notified on PPRA website.
- iv. If it at any time, CUI determines that the firm has engaged in corrupt, fraudulent, or collusive practices in competing for, or in executing the contract, it shall sanction/ban a bidder/firm/company, in accordance with prevailing Blacklisting procedures under Federal Public Procurement Rules.

19. Right to Accept or Reject All Bids:

- i. Under PPRA Rule 33(1), CUI may reject bids or proposals at any time prior to the acceptance of a bid or proposal, without incurring any liability to the bidder(s).

20. Award of Contract:

- i. After scrutiny of all bidding documents, the final evaluation report shall be uploaded to EPADS, and the work order/purchase order shall be issued on the basis of most advantageous bid as mentioned in **Table 1** of the tender document.
- ii. CUI may increase/decrease the quantity by 15%.
- iii. CUI may defer/reject specific item(s), if the item is not required.
- iv. The successful bidder shall immediately sign a contract agreement / give consent to the Work Order/Purchase Order. The bidder shall bear all the stamp duties and expenses for the purpose of contract agreement/Work Order/Purchase Order, if any.

21. Notification of Award:

- i. The notification of award shall constitute the formation of the Agreement/Work Order/Purchase Order.
- ii. Upon the successful bidder's signing the contract agreement/acceptance/consent to the Work Order/Purchase Order, CUI shall promptly notify the unsuccessful bidder(s) and shall release its bids security.

22. Issuance of Contract/Work Order/Purchase Order:

After scrutiny of all bidding documents the work order/purchase order shall be issued on the basis of “**most advantageous bid**” via EPADS.

- i. The bidder shall immediately sign contract agreement/give consent to the Work Order/Purchase Order. The bidder shall bear all the stamp duties and expenses for the purpose of contract agreement/Work Order/Purchase Order, if any.

23. Force Majeure. - The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.

- a) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- b) 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 practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Extensions of Time. - If at any time after issuance of Purchase Order, the Supplier should encounter conditions impeding timely delivery of the Items pursuant to table # 01, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extends the Supplier’s time for delivery, in which case the extension shall be ratified by the parties by amendment of the Contract.

- a) Except in case of Force Majeure, as provided under Tender Clause 23, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Tender Clause 25, unless an extension of time is agreed upon, pursuant to Tender Clause 24.

25. Liquidated Damages. If the vendor fails to deliver the goods / services to CUI-Sahiwal in time,

then the penalty will be charged as under: -

- a. 2% for up to 10 days' delay.
- b. 5% for up to 20 days' delay
- c. 10% for up to 30 days' delay Once the maximum is reached, the Purchaser may terminate the contract, earnest money and payment may be forfeited.

26. Delivery Information:

- i. The delivery shall be made to CUI as mentioned in **Table 1** of the tender document.
- ii. Payment shall be made as per actual quantity provided & accepted.
- iii. The delivery shall be the responsibility of the vendor as per **Table 1**. CUI may be informed one day prior to delivery for proper arrangements and entry. The supplier shall insure that the duly signed delivery challan is received from store officials.
- iv. The bills along with delivery challan (duly signed by authorized official of CUI) shall be submitted to Procurement office for processing of Receipt & Inspection and Payment. Any deficiency in documentation shall be removed by the vendor.
- v. Any defective/sub-standard item(s)/brand other than specified shall be replaced by the bidder, free of cost, within one week. In case of failure to supply the specific item, CUI shall request next lowest bidder/other bidders to provide the item and the cost of that particular item(s) shall be deducted from the bidder's bid security i.e., the bidder shall be responsible to compensate for CUI losses AND Purchase order would stand cancelled AND/OR bid security shall be forfeited AND/OR CUI may impose penalty and/or ban on the bidder.
- vi. Payment shall be made as per actual quantity delivered & accepted to CUI.

27. Legal Document

The Tender document and Contract agreement/Work Order/Purchase Order altogether shall have legal binding on all bidders.

28. Documents to be Submitted by the Bidders/Check List

The vendors are advised to submit their Technical and Financial Bids with proper check list.