2. **Deadline for Submission of Bids**

2.1 Bid must be received by the employer at the address specified above not later than 1030 hours on March 21, 2012.

2.2 The employer may, at his discretion extend the deadline for submission of bids by issuing amendment, in which case all rights and obligation of the employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

3. **Late Bid**

Any bid received by the employer after the deadline for submission of bids prescribed by the employer will be returned to the bidder unopened.

4. **Modification and withdrawal of Bids**

4.1 The bidder may modify or withdraw his bid after bid submission, provided that the modification/notice of withdrawal is received in writing by the employer prior to the prescribed deadline for submission of bids.

4.2 The bidder’s modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provision of clause 1 for the submission of bids, with the inner envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

4.3 Subject to clause 2, no bid may be modified subsequent to the deadline for submission of bids.

4.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Form of Bid may result in the forfeiture of the bid security.

E. **BID OPENING AND EVALUATION**

1. **Bid Opening:**

1.1 The employer will open the bids, including submission made, in the presence of bidder’s representative who chooses to attend at 1500 hours on August 01, 2011 in the committee/conference room of Academic Block-1, at COMSATS Institute of Information Technology, Park Road, Chak Shahzad, Islamabad. The bidder’s representative who is present shall sign a register evidencing their attendance.

1.2 Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. The employer will examine the bids to determine whether they
are complete, the requisite bid securities have been furnished, the documents have been properly signed, and the bids are generally in order.

1.3 At bid opening, the employer will announce the bidder’s names, the bid price, written notification of bid modifications and withdrawals, if any, the presence of the requisite bid security and such other details as the employer may consider appropriate.

1.4 The employer shall prepare, for his own records, minutes of the bid opening, including the information disclosed to those present in the bid opening event.

2. Process to be Confidential:

2.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.

2.2 Any effort by a bidder to influence the employer in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract, may result in the rejection of the bid of that particular bidder.

3. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the employer may ask bidders individually for clarification of their bids, including breakdowns of unit rates. The request for clarification and the response shall be in writing or through E-mail, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the employer during the evaluation of the bids.

4. Determination of Responsiveness

4.1 Prior to the detailed evaluation of bids, the employer will determine whether each bid is responsive to the requirements of the bidding documents.

4.2 For the purpose of this clause, a responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation is one which effects in any way, inconsistent with the bidding documents, the way, the employer’s rights or the bidder’s obligation under the contract and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting responsive bids. Likewise conditional bids shall deem as non-responsive.
4.3 If a bid is not found responsive to the requirements of the bidding documents, it will be rejected by the employer, and may not subsequently be made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

5. Correction of Errors

5.1 Bids determined to be responsive will be checked by the employer for any arithmetic errors in computation and summation. Errors will be corrected by the employer as follows:

   a) If the contractor has not quoted the rate or price of any item of work, no rate or price shall be added for comparison by the employer and shall be deemed covered by the other rates and prices in the bill of quantities.

   b) Where there is discrepancy between the unit rate and the total amount derived from the multiplication of unit rate and the quantity, the lowest unit rate written in words or figures as quoted will be taken as correct and the total amount adjusted accordingly.

5.2 The amount stated in the form of bid will be adjusted by the employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the bid security will be forfeited.

5.3 Tendering contractors who have inadvertently disfigured pages of the bill of quantities may request spare copies of such pages or may reproduce, in full any such pages and incorporate such reproduced pages in submitting their tender provided, however that each and every such page may be reproduced in full and not in part, and provide also that each and every such page will be clearly marked "replacement owing to inadvertent disfigurement of the original". The rules with respect to errors, erasures and corrections will apply to such reproduced pages as to the original pages of the bill of quantities. All such pages will be properly signed in full by the contractor affixing date and seal.

All the pages of priced bill of quantities will be examined by the tender opening committee in presence of the bidders and all corrections, errors or cuttings in unit rates will be checked initialed with date by the competent authority. It is specially brought to the notice of all the bidders that claim on account of errors in the unit rate shall not be entertained under any circumstances.
6. Evaluation and Comparison of Bids

6.1 The employer will evaluate and compare only bids determined to be responsive to the requirements of the bidding documents. Hence bids of manufacturer of shortlisted brands or bids of their (OEM) authorized representatives shall be considered for evaluation.

6.2 The evaluation of bids by the employer will take into account, in addition to the bid prices (excluding provisional sums but including day work, where priced competitively) the following factors:
   a) Arithmetic errors corrected by the employer.
   b) Acceptable variations and technical alternatives submitted.
   c) Such other factors as the employer considers may have a potentially significant impact on contract performance, contract price and payments, including the effect of items or unit rates in the bid that are unbalanced or unrealistically priced.

6.3 The employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the employer shall not be taken into account in bid evaluation.

6.4: If the bid of the successful bidder is seriously unbalanced in relation to the engineer’s estimate of the real cost of work to be performed under the contract, the employer may require that the amount of the performance security set forth be increased at the expense of the successful bidder to a level sufficient to protect the employer against financial loss in the event of subsequent default of the successful bidder under the contract.

F. AWARD OF CONTRACT

1. Award Criteria

The employer will award the contract to the bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated bid, provided further that the bidder has the capability and resources to carry out the contract effectively.

2. Employer’s Right to Accept Bid and to Reject Any or All Bids

The CIIT reserves the right to accept or reject part or whole of the tender any time prior to the acceptance of proposal. The unsuccessful bidders participating in the tender shall be informed the reason(s) for the rejection of their proposal, however, CIIT shall not be liable to justify those reasons.

3. Notification of Award