



Centre of Excellence in **Art & Design**, MUET, Jamshoro

Near East Toll Plaza Super Highway, Jamshoro. Engineering Section (022-2110000 & 19)

No. Dir/CEAD/ /2015  
Date: 8<sup>th</sup> September, 2015

The Director (A&F),  
Sindh Public Procurement Authority,  
Block-8, Sindh secretariat No.4-A, Court Road, Karachi.  
Tel: 021-9205356

Subject: **CORRIGENDUM IN TENDER DOCUMENT.**

Reference: **SSPRA S.No. 25160 on 1<sup>st</sup> September, 2015**  
**DIR/CEAD/218/2015 DATED 27-08-2015 ICT Infrastructure**

Dear Sir,

I would like to inform you that tender document of ICT infrastructure uploaded on SPPRA web S.No.25160 in which page of Bid Evaluation Criteria and Bill of Quantity Page No.6, 41, 42 & 43 may kindly be read as Annexure A.

We will be thankful if the same is to be placed on website of SPPRA.

With best regards,

*Bhai Khan*  
Director,

CEAD, MUET, Jamshoro *08/09/2015*

*pls host on  
Authority's website w/o ID.  
put up & examine on the file.  
WP/Asst  
08/09/15*

**BID EVALUATION CRITERIA**

1. Bidders will be assessed on the Vendor Eligibility Criteria.

Sr. #	Description	Marks of Eligibility	Marks Obtained
1	The bidder Past Experience in relevant projects min. 10 (Please attach copies) preferable in education sector.	15	
2	The bidder should provide list of project completed 5 last year. (Attach Completion Certificates/Purchase Orders)	10	
3	Reference: contact information for no less than ten references from projects similar in size and scope of work (including location and year).	05	
4	The Bidder has to provide 1 Year with 4 preventative maintenance of I.T Infrastructure.	05	
5	At least 3 Certified Engineers in Network Infrastructure Services, CCNA/ CCNP/ CCDA (attached Copies).	10	
6	Annual Turn Over should be at least 200M in last three Year (Attach copies).	10	
7	The bidder must be registered with Sales Tax, Income Tax & Sindh Revenue Board departments and should be active tax payer. GST, SRB and NTN must be registered with the name of the firm not with individuals.	5	
8	Tax returns of last 3 years.	5	
9	The bidder should be registered partner of OEM (Copy certificate attached). Authorization letter of OEM must be provided by the Bidder. (Mandatory)	15	
10	The bidder provides must submit project plan with proposal.	5	
11	The bidder will submit scope of work.	5	
12	Principle must have at least 3 offices in Pakistan. (provide contact address)	10	

1.1. Technical Bids receiving greater than or equal to a cut-off score of 80 % with a minimum of 75% marks under each section will be eligible for consideration in the subsequent rounds. Or alternatively the highest scorers will be considered eligible.

**BILL OF QUANTITY FOR ICT INFRASTRUCTURE (LAN MANAGEMENT) AT CEAD, MUET, JAMSHORO**

S#	Detail Specification	Unit	Quantity	Unit Rate			Amount
				Available in Pakistan without involving import	Imported from Approved Countries		
				Pak. Rupees	Part-I	Part-II (Pk)	
<b>FIBER CABLING</b>							
1	Providing 12 core Armored single Mode optical fiber (Meter) preferably 3M or equivalent	Mtr	1500				
2	Fiber Patch Cord with SC-LC Connector (Single Mode) 3M or equivalent	Nos	24				
3	24 Port/w SC/PC SM Coupling 9/125 19' rack mount patch panel 3M or equivalent	Nos	01				
4	Fiber Pigtails with SC Connector 1m (Single Mode) 3M or equivalent	Nos	120				
<b>INSTALLATION AND SERVICE CHARGES</b>							
5	Providing 1" or as per requirement size GI/UP VC Pipes for the Optical Fiber, complete in all aspects (Rft)	Rft	2000				
6	Civil work for Fiber 2 ft deep & 1.5 ft width , sand bedded, hand hole, Testing Pits, Caution Tap and landmarks, Complete in all aspects. (Rft)	Rft	2000				
7	Fiber Optics Cable Laying included Distribution Box and PVC Channel for open areas ,All accessories used in Laying, splicing	Mtr	1500				
Total Amount in Pak Rs.							
Total Amount in _____ Currency							

Signature & Stamp of Bidder

**BILL OF QUANTITY FOR ICT INFRASTRUCTURE (LAN  
MANAGEMENT) AT CEAD, MUET, JAMSHORO**

S#	Detail Specification	Unit	Quantity	Unit Rate			Amount
				Available in Pakistan without involving import	Imported from Approved Countries		
					Pak. Rupees	Part-I	
<b>DATA CABLING</b>							
8	Cat 6 Cable (23 AWG) , UTP, 305 m Box 3M or equivalent	Nos	50				
9	Dual Shutter Faceplate, 1 port, shutter 3M or equivalent	Nos	400				
10	RJ45 K6 Jack, Cat 6, UTP, i/O 3M or equivalent	Nos	400				
11	Patch Panel, 24 ports Cat 6 3 M or equivalent	Nos	21				
12	Cat 6 Patch Cord UTP 1 Meter, 3M or equivalent	Nos	400				
13	Cat 6 Patch Cord UTP 3 Meter, 3m or equivalent	Nos	400				
14	Data Cabinet 42 U Branded	Nos	1				
15	Data Cabinet 12 U Branded	Nos	9				
16	PDU 16 Socket Branded	Nos	4				
17	PDU 8 Socket Branded	Nos	16				
<b>INSTALLATION AND SERVICE CHARGES</b>							
18	Cable Laying & termination charges PVC Channel ,All Material used in laying	Rft	45,000				
Total Amount in Pak Rs.							
Total Amount in _____ Currency							

Signature & Stamp of Bidder



# **TENDER DOCUMENT**

**For**

## **SUPPLY & INSTALLATION OF ICT INFRASTRUCTURE (LAN MANAGEMENT)**

**at**

**Centre of Excellence in ARTS & DESIGN,  
MUET, Jamshoro**



**Notice Inviting Tender**

**Single Stage Two Envelope Procedure** Sealed turnkey basis tender is invited on prescribed form from the suppliers, Manufacturers, Sole Distributors and sole Agents registered with GST, Income Tax Department and Sindh Revenue Board for the supply, Delivery, installations putting into operation and Demonstration of its new ICT infrastructure/ LAN management to be located at its main campus in Jamshoro, Pakistan.

The Detail of tender is as under;

S#	Name of Work	Tender Fee (Non-Refundable)	Earnest Money	Completion Period
1	Supply & installation of ICT Infrastructure (LAN Management)	5,000.00	2% (In favor of Director, CEAD, MUET, Jamshoro)	Four Months

The tender can be obtained during office hours (8:00 AM to 3:00PM) and working days from 31<sup>st</sup> August to 16<sup>th</sup> August, 2015 and will be received back on 17<sup>th</sup> September, 2015 at 10:30 AM and will be opened on same date at 11:00AM

The tender should be submitted in **TWO SEPARATE ENVELOPS** i.e.

- Technical Proposal
- Financial Proposal

The Tender document of above work can be downloaded on payment above from CEAD website (www.cead.edu.pk) and SPPRA website i.e. www.pprasinhd.gov.pk and can be had from the office of undersigned during the date of purchase as mentioned and will be opened on the date of opening as shown above in presence of contractors/Representatives whosoever will be present at that time.

Conditional tender or a tender without the earnest money and tender fee paid in due date will not be considered in the competition. Earnest money of the bidders who failed to win the bid shall be returned to the concerned competitor after the procedure of award of contract to the successful bidder is complete.

The Centre reserves the right to reject any or all bids subject to relevant provisions of SPP Rules 2010 (Amended 2013).

  
Director,  
CEAD, MUET, Jamshoro

Copy for kind information to;

- The Director (A&F) SPPRA, Karachi for publication on SPPRA, Website.
- Engr. Qamar-ul-Hassan Memon Executive Engineer (Civil) University of Sindh. Member of PC.
- The Secretary to Chairman BoG/Vice Chancellor, MUET, Jamshoro.
- Public Relation Officer, CEAD, MUET, Jamshoro, for publishing in daily newspaper intend with Director.
- The In-charge System Administrative, CEAD, MUET, Jamshoro for publication on CEAD, MUET, Website

  
Director,  
CEAD, MUET, Jamshoro

**BID DATA SHEET/SALIENT FEATURES OF THE PROJECT**

1	Tender Description /Name of work/items	Supply & installation of ICT Infrastructure (LAN Management) at CEAD, MUET, Jamshoro
2	Procedure	Single Stage- Two Envelope Procedure
3	Name of Firm/Bidder	
4	Date of Issue of Tender	
5	Place of Issue of Tender	Office of the Director, CEAD, MUET, Jamshoro.
6	Place of Submission of Tender	Office of the Director, CEAD, MUET, Jamshoro
7	Last Date & Time for submission of Tender	
8	Date & Time for opening of Tender	
9	Place of Tender opening	Office of the Director,
10	Earnest Money in the shape of Call Deposit or Bank Draft to submitted along with Tender	2% (Two Percent) of the Tendered amount
11	Commencement of works	Within 7-days after the issue of Engineer's Notice to commence of Work
12	Time and Completion of the Project from the date of Commencement of Work	04 (Four) Months.
13	Liquidated Damages for delay in case of non-completion of Work within stipulated time	0.2% (Point Two Percent) per working day to a maximum of 10% of the contract Price.
14	Performance Security Bonds	10% of Value of Interim Value
15	Defect liability or Maintenance Period	06 (Six) Months from the date of completion Certificate/ Final Payment.
16	Percentage of Retention Money	8 % (Eight Percent) of the value of interim Certificate
17	Return of Retention Money	On expiry of defect liability or Maintenance Period.

Signature & Stamp of Contractor

## GENERAL INSTRUCTION

All bidders are requested to read this document carefully and must fulfill the under mentioned requirements otherwise they will not be allowed to participate/open bids.

1. Center of Excellence in Art & Design, (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Bidders”) for supply and delivery of required materials for the deployment of its new LAN management infrastructure to be located at its main campus in Jamshoro, Pakistan.
2. The description, specification and other technical details of items for which tender have been called for should be as per the description of the item published in Tender Advertisement.
3. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the hardware must be received in writing to the Purchaser within Five working days from the date of Tender advertisement. Any query received after Five working days shall not be entertained. All queries shall be responded to within due time. CEAD may host a Q&A session, if required, at CEAD, MUET, Jamshoro. All Bidders shall be informed of the date and time in advance.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

### Primary Contact

Dr. Prof. Bhai Khan Shar

Director

**Email:** [director@cead.edu.pk](mailto:director@cead.edu.pk) Ph. 022-2110000

Center of Excellence in Art & Design, East Toll Plaza, Super Highway, Jamshoro, Sindh.

### Secondary Contact

Engr. Mukesh Kumar Vasu

Assistant Engineer

**Email:** [mukeshkumarvasu@hotmail.com](mailto:mukeshkumarvasu@hotmail.com) Ph. 022-2110019 & 0333-3427308

Center of Excellence in Art & Design, East Toll Plaza, Super Highway, Jamshoro



- 3.1. Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Secondary Contact and in writing (e-mail) only. In the case of an urgent situation where the Secondary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Primary Contact.
4. In accordance with these rules, interested companies (hereinafter referred to as "Bidders") applying for bids should submit two separate bids/envelopes for Financial Proposal and Technical Proposal. The envelopes shall be marked as "**Financial Proposal**" and "**Technical Proposal**" in bold and legible to avoid confusion. Initially, only the envelope marked "**Technical Proposal**" shall be opened. The envelope marked as "**Financial Proposal**" shall be retained in the custody of the CEAD, MUET without being opened.
5. The CEAD, MUET 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.
6. After the evaluation and approval of the technical proposal, technically accepted bidders only will be called for financial bids publicly within the bid validity period. Time, date and venue will be communicated to the technically accepted bidders in advance. The bidders technically not accepted, their financial proposals shall be returned un-opened to the respective bidders.
7. Bidders will be solely responsible to deliver all required items/materials as well as to complete the project within the decided timeframe from all aspects. Bids for individual items/materials will not be considered.
8. During the tender period, Bidder can request for *site visit* of the installation areas as well as the construction areas for understanding all the information needed for tender document.

## BID EVALUATION CRITERIA

9. Bidders will be assessed on the Vendor Eligibility Criteria.

Sr. #	Description	Marks of Eligibility	Marks Obtained
1	The bidder Past Experience in relevant projects min. 10 (Please attach copies)	15	
2	The bidder should provide list of project completed last year.	10	
3	Reference: contact information for no less than ten references from projects similar in size and scope of work (including location and year).	10	
4	The Bidder has to provide 1 Year with 4 preventative maintenance of I.T Infrastructure.	10	
6	At least 3 Certified Engineers in Network Infrastructure Services, CCNA/ CCNP/ CCDA (attached Copies).	20	
7	Annual Turn Over in last 3 Years (Attach copies).	5	
8	The bidder must be registered with Sales Tax, Income Tax departments and should be active tax payer. GST and NTN must be registered with the name of the firm not with individuals.	5	
9	Tax returns of last 3 years.	5	
10	The bidder should be Tier-I, ASDP partner and Distributor (Copy certificate attached).	10	
11	The bidder provides must submit project plan with proposal.	5	
12	The bidder will submit scope of work.	5	

9.1. Technical Bids receiving a score greater than or equal to a cut-off score of 50 % with a minimum of 40% marks under each section will be eligible for consideration in the subsequent rounds

10. Terms & Conditions are as follows:

**Financial:**

- a. The vendor must be registered with Sales Tax, Income Tax departments and should be active tax payer. GST and NTN must be registered with the name of the firm not with individuals.
- b. The Purchase Order will be cancelled, if goods are not delivered on the decided delivery date and time and quality of items / goods is found substandard or low. (Legal action can be taken as per law and penalty @ 10% of quoted value will be charged).
- c. The quotation should be submitted on the firm's letter head duly signed by the Head of the firm / authorized person.
- d. Amounts quoted should be written in words and figures clearly.
- e. A Bid validity period should be mentioned in the quotation.
- f. The quotation must be in the electronic typed form; handwritten quotation will not be accepted.
- g. There should be no cutting/ crossing, erasing or overwriting in the quotation.
- h. During the technical evaluation no amendments in the technical proposal shall be permitted.
- i. Conditional/ partial item / optional quotation shall not be accepted.
- j. All Taxes will be deducted from the billed amount as per Govt. Rules. GST invoice to be provided with the bill.
- k. Warranty of items/material should be mentioned in the quotation with bold.
- l. The items being quoted for should be Supplied/ Delivered and Commissioned at our Site, Center of Excellence in Art & Design, East Toll Plaza, Super Highway, Jamshoro, within 04 months after issuance of work order.
- m. Earnest Money @ 2% of the quoted amount will be deposited along with quotations/bid in the shape of Bank Draft / Pay Order in Favor of Director CEAD, MUET. The Earnest money of the bidders who failed to win the bid shall be returned to the concerned competitor after the procedure of award of contract to the successful bidder is complete.
- n. Quoted rate/ price should be inclusive of all applicable taxes.

- (1) The vendor should provide a balance audit sheet of the fiscal year.
  - (2) General Sales Tax Registration Certificate.
  - (3) NTN Certificate & Clearance certificate of previous year tax return.
- o. As authority competent to accept the tender, the Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

**Technical:**

- (a) All the hardware and the material used for installation of Local Area Network shall be of good quality, of same OEM and of reputed Brands. Further, their Principal/solution must be available in Pakistan. The vendor/company should be Tier-1, an ASDP (Authorized Service Delivery Partner) and Distributor. (Copy certificate may please be attached).
- (b) Bid will be only acceptable if your Brand's Principle/Manufacturer authorizes vendor to participate in respective tender, the vendor must submit Manufacturer authorization letter duly signed on principles letter head.
- (c) It will be duty of the successful Bidder to have the credentials of the Service Persons / Technical Persons deputed for installation of Local Area Networking duly verified and certified.
- (d) The Bidder shall provide Network Certified Engineer to ensure proper maintenance, management and training of manpower and the active passing components deployed for installation of Local Area Network.
- (e) It shall be the responsibility of the successful Bidder to ensure connectivity of every LAN Node with the Central Server installed in the Computer Room.
- (f) All quoted equipment (Active) should have three (03) years comprehensive on-site warranty including parts, labor and software upgrade / License renewals. And twenty-five (25) years for Passive after fluke testing.
- (g) The Firm applying should be working in IT Industry having minimum 05 years of experience in Local Area Network deployment and must have provided similar products and services to Education Industry. (Relevant documents / proofs should be attached).

7. The supplier must submit the following Documents along with the Technical Quotation:

- a. General Sales Tax Registration Certificate
- b. NTN Certificate & Clearance certificate of previous year tax return
- c. Company profile
- d. Reference list of ongoing and completed projects.
- e. Reference list of projects completed last year.
- f. Principle/Manufacturer authorization letter.
- g. Certificate of Authorized Service Delivery Partner or Equivalent.
- h. Layout diagrams

8. Sealed package (Technical Proposal & Financial Proposal) is to reach the undersigned by 10:30 AM on 17<sup>th</sup> September, 2015. No package will be accepted after this time/ date. Tenders will be opened at 11:00 AM on the same day in the presence of the Suppliers or Authorized Representatives.

9. The Procurement Committee reserves the right to increase or decrease quantity of items and accept or reject any or all proposals/offers.

Tender Document No. \_\_\_\_\_  
Issued to M/S \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Convener of Procurement Committee**

## BID DECLARATION FORM

1. Name of Interested Firm : \_\_\_\_\_

2. CNIC# : \_\_\_\_\_  
(Please attach Copy of CNIC)

3. NTN# : \_\_\_\_\_  
(Please attach Copy of NTN Certificate)

4. GST# \_\_\_\_\_  
(Please attach Copy of GST Certificate)

5. Value of Earnest Money Rs. \_\_\_\_\_ DD/PO# \_\_\_\_\_

6. Contact Person : \_\_\_\_\_

7. Postal Address. \_\_\_\_\_

8. Email Address: \_\_\_\_\_

9. Telephone: PTCL \_\_\_\_\_ Cell Phone \_\_\_\_\_  
(Compulsory)

Declaration: I certify that, to the best of my knowledge and belief, all of the information on and attached is true, correct, complete and made in good faith. I understand that false or fraudulent information attached to this form may be grounds for not entertaining my bid, or its cancellation even after bid acceptance, and may be punishable by fine or imprisonment according to law of Pakistan. I understand that any information I voluntarily provide on or attached to this bid may be investigated. Moreover, I hereby declare the all the terms and conditions of the bidding document are accepted.

**Contractor**  
Sign with stamp,

## ARTICLES OF AGREEMENT

This Agreement made on \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the Director CEAD, MUET, located at Jamshoro, Sindh, including his successors in office and Assignees / Agents, acting through the Project Director, CEAD, MUET, hereinafter called the "Centre", of the one part,

And \_\_\_\_\_ of  
(Name and designation of the authorized person)

\_\_\_\_\_, located at \_\_\_\_\_, hereinafter called the "Contractor" which expression shall include their successors, legal representatives of the second part.

Whereas the Centre requires laboratory equipment at Jamshoro, and whereas the Contractor has agreed to supply, install, put into operation and demonstrate the working of the said Equipment valued at Rs. \_\_\_\_\_ (in figures) and \_\_\_\_\_ (in words) in the period of \_\_\_\_\_ months, subject to the terms and conditions set forth, hereinafter, which have been accepted by the Contractor.

(Amount in figures and words)

Now this Agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the **Conditions of Contract** hereinafter referred to.
2. The following documents which, for the purpose of identification, have been signed by \_\_\_\_\_ on behalf of the Contractor, and by \_\_\_\_\_ (Name and designation of the authorized person) \_\_\_\_\_ on behalf of the Centre, all of \_\_\_\_\_ (Name and designation of the authorized person)

which shall be deemed to form and be read and construed as a part of this Agreement viz:

- i. Instructions to Bidders (ITB)
- ii. Bid Data Sheet
- iii. Conditions of Contract (CC)
- iv. Schedule of Requirements
- v. Technical Specifications
- vi. Bid Form and Price Schedules
- vii. Bid Security Form
- viii. Contract Form
- ix. Manufacturer's Authorization Form
- x. Bill of Quantities with prices.

3. In consideration of the payment to be made to the Contractor, the Contractor hereby **covenants** with the Centre to supply, deliver, install, put into operation and demonstrate the working of the goods/Equipment in conformity in all respects of the Contract & the order form No. \_\_\_\_\_.
4. The Centre hereby **covenants to pay** the Contractor in consideration of the supply, delivery, installation, putting into operation and demonstration of the working of the Equipment the contact price in the manner prescribed by the Contract and approved by the Centre.

**In Witness Thereof** the parties have hereunto set their respective hands and seals, the day, month and year first above written.

**WITNESSES:**

Centre \_\_\_\_\_

Contractor \_\_\_\_\_

Witness No.1:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness No.1:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness No.2:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness No.2:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



## INSTRUCTIONS TO BIDDERS

The Centre of Excellence in Arts & Design, MUET, Jamshoro intends to purchase Equipment initially from the recurring grant of CEAD. The purchase will be ultimately adjusted and financed from the development grant provided by the Higher Education Commission, Government of Pakistan under the similar Head of Accounts. This tender is issued for the supply, installation, putting into operation, demonstration and complete functioning of the ICT Infrastructure/ Local Area Network as per the Schedule of requirements given in this Tender Document.

### **PREPARATION OF TENDER.**

#### **1. Language of Tender**

The **Tender** along with any accompanying literature shall be prepared in **English** language only:

#### **2. Submission of Tender**

- a) The **Tender** shall be enclosed in a double cover. The outer cover shall bear the address of the Director, Centre of Excellence in Arts & Design, MUET, Jamshoro, without any indication that it encloses a tender. The inner cover shall contain two envelopes each clearly indicating "Technical Proposal" and "Financial Proposal" separately and marked with the title of the tender, clearly showing NIT number and the date of opening of the Tender, and **must be sealed**.
- b) The **Form for Tender**, (Annexure-A) **Tender Particulars (Annexure-B)** and **Forms of Schedule to Tender (Annexure "C1"&"C2")** enclosed herewith, shall be submitted in duplicate. The authorized person signing the tender documents must state his full name and authorized position designation underneath his signature.
- c) The **erasing and/or alterations**, if any, in the Tender shall be authenticated by the authorized person by his full signature.
- d) The **Tender** shall be accompanied with the **original quotations** from the manufacturers, in case the Tender is submitted through their authorized agents or distributors, and shall be supported by credentials establishing the experience and standing of the manufacturers and / or their authorized agents or distributors.
- e) **Ambiguous and incorrect answers** and/or incorrect filling of Tender Documents will render the tender liable to rejection.
- f) **Quotations** through cable, telegraph, telex, fax, or e-mail will not be considered.
- g) The tenders shall not rely on any **interpretation or correction** given by any person except the written **addenda and/or corrigenda** to documents issued by the Director, Centre of Excellence in Arts & Design, MUET, Jamshoro.

#### **3. Contract Performance Bond**

- a) The tenderer shall enclose with his/her tender **Earnest Money in the form of Bank Draft or Pay Order**, issued by a scheduled/commercial bank doing business in Pakistan, for an amount equivalent to **2% of the total cost** of the bid offered as per the Tender submitted by him/her,. The Earnest Money shall be in favor of the Director, Centre of Excellence in Arts & Design, MUET, Jamshoro, including his successor in office.

- b) As soon as an award is made, the provisions in paragraphs c) and d), hereunder, shall operate.
- c) If the Tender is rejected, the Earnest Money will be returned to the tenderer as soon as possible after rejection.
- d) The successful bidder shall have to give a Contract Performance Bond, as per Annexure "E" to this Tender Document, to the extent of 10% of the total value of the contract on the same conditions as the Earnest Money. The Performance Bond shall be retained by the Director, Centre of Excellence in Arts & Design, MUET, Jamshoro, till the completion of the guarantee period as per Clause 23 of the Conditions of Contract.

4. **Quality of Stores.**

- a) The Equipment and other relevant materials (hereinafter called "Stores") quoted and supplied against this "Invitation to Tender" shall be strictly in accordance with the Specifications attached with this Tender Document. The Stores shall be the product of an established manufacturer shall conform to internationally acceptable commercial standards, and shall be a model that has been successfully operated over a reasonable period of time in educational institutions R&D organizations, or relevant industry.
- b) In Tenderers must also warrant the use of best material in the making of the stores. by the find that the Specifications for any items of the Stores are lacking in details, they may give their own proposals with detailed specifications, preferably three alternate proposals if possible, for such items in Annexure "F".
- c) The Stores offered by the tenders must be of a quality suitable for the purposes and operations for which they are required, and must be capable of rendering the required performance and services at site in the local conditions of extreme tropical climate, air, dust, water, power and fuel at Jamshoro.
- d) The Hardware for operation of the Stores will be made available by Centre.
- e) The electric supply for operation of the Stores will be made available at 220 volt single phase, or 380 volt three phase, and 50 cycles.
- f) The Stores offered shall be complete with their standard accessories and must be accompanied by their normal instructions book/manual.
- g) Wherever possible or feasible, each item of Stores offered must have its own protection devices, e.g. overload protection by circuit breakers or fuses, or voltage stabilizer for electric equipment.
- h) Unless stipulated otherwise in the specifications for any item, the Stores conforming to ASA, SAE, SSI or DIN will be acceptable.
- i) The successful bidders may be asked to supply list of spares for 5 years satisfactory operation of any item of the Stores, prior to award of the contract.

5. **Literature.**

The tenderers must furnish with their bids catalogues giving full technical details of the Stores to enable the Centre to check their offers technically against the prescribed specifications failing which the offers will be liable to rejection.

6. **Principals Name, Certificate and Invoice.**

- a) The tenderers are required to mention in their quotations/offers the name and address of their Principals along with a certificate authorizing them (tenderers) to quote on their (Principals) behalf as under:

"This is to certify that M/S. \_\_\_\_\_ located at \_\_\_\_\_ have obtained quotations from us against tender inquiry No. \_\_\_\_\_ dated \_\_\_\_\_ from Centre of Excellence in Arts & Design, MUET, Jamshoro, due for opening on \_\_\_\_\_ and have agreed to make available the Equipment on the quotations and terms and conditions of the tender".

The above condition does not apply to the manufacturers bidding directly.

- b) The tenderers must also furnish along with their offers their Principals original Proforma Invoice failing which their offers will be rejected.

7. **Country of Origin.**

The tenderers must state in his Tender the country of origin of the Stores offered.

8. **Alternative Proposal.**

If any tenderer elects to submit alternative proposal(s) complete information on the alternative items including all data relating to technical specifications in Vol.I, II & III shall be given as per Annexure "F".

9. **Prices.**

- a) **CATEGORY-'A' Stores Manufactured/Available in Pakistan without Involving Import.**

The prices quoted must be total per unit in Pakistani Rupees as shown in Annexure "C-1" and shall include:

- i. All charges for packing, marking, handling, insurance, inspection, guarantees, freight/transportation, agent's commission; and all duties, taxes, levies, octrois etc; and.
- ii. The cost of installation, putting into operation and demonstration of the working of the Equipment in the Laboratory of the Centre.

- b) **CATEGORY-"B" Stores Imported from approved Countries.**

The prices must be quoted for each item of Stores in Annexure-"C2" separately for each of the PARTS given below:

**PART-1. Payment in Foreign Currency.**

The C&F prices quoted by the Principals in the currency of the country of origin.

For the purpose of comparison, the prices quoted shall be converted to equivalent prices in Pakistani Rupees on the basis of the official bank rate prevalent on the date of opening of the Tender.

#### **PART-2 Payment in Pakistani Rupees.**

- i. The agent's/supplier's commission in Pakistani Rupees.
- ii. The insurance charges. The insurance will be arranged by the Contractor through the Centre with Pakistan Insurance Corporation. The Centre will assist the Contractor in obtaining the insurance at concessional rates, if any, as allowed by the Government.
- iii. The cost of installation, putting into operation and demonstration of the working of the equipment in the Laboratories of the Centre in Pakistani Rupees.
- iv. All the charges pertaining to handling and clearance of the Stores at the port including all taxes, levies, octrois etc. but excluding the customs duties for the payment of which the Centre is exempted by the Government. However, if the customs duties are charged for any items of the Stores for which the Government has the exemption, the Centre will make the payment.
- v. The transportation charges for transporting the Stores from the port to the Laboratory of the Centre including the charges for loading the Stores at the port and unloading the same at the Centre.

For the purpose of evaluation/comparison of bids, as stated in Clause-15, the total price for the Stores under this Category shall be the sum of the amounts mentioned for Parts 1 & 2 above.

- (c) In addition to what is stated in 9.a & 9.b above, the prices given in Annexure C1 & C2 shall also include the following for the Stores of both the Categories-A & B.
- i. Supply, detailing, manufacture, factory testing, export preparation and all costs incidental to shipping/transport up to the stage of installation in the Laboratory of the Centre.
  - ii. Responsibility for any loss and/or damage at any stage from manufacture to installation in the Laboratory of the Centre.
  - iii. Provision for clean on boards bills of landing.
  - iv. The cost of export taxes, fees and charges levied and out going incurred on exporting goods in the country of origin.
  - v. The expenses on account of the certificate of origin, invoices or any other documents issued in the country or origin.

#### **10. Validity of Prices/Tender**

- a) The prices quoted shall be valid for a period of at least **120 days** from the date of opening of the tender.

- b) Until the final Contract is executed, the successful bidder shall be bound by the terms and conditions of this Tender Document.

### 11. Acceptance of the Terms

- a) *The submission of the tender against this tender inquiry by the tenderer means that the tenderer has read and accepted the terms and conditions relating to all the tender documents and annexure, and that he/she have thoroughly examined the specifications and particulars in the tender inquiry. Further the tender shall be deemed to be fully aware of the nature of the Stores and the purpose for which they are required and shall be bound to accept the Contract if placed with him/her on the basis of the prices and of the delivery schedule as indicated in Clause 12 hereof within the validity of his/her Tender.*
- b) If the Tender is awarded in favour of Proprietor/Principals who has no authorized agent or distributor in Pakistan, he/she shall have to appoint a distributor or nominee for the purpose of successful completion of the contract and to provide after-sales service.

### 12. Delivery Period.

#### i. Shipment of Imported Items.

- a) The shipment of the items of Stores which are to be imported shall be started as early as possible, the shipment schedule shall be submitted to the Director, CEAD, MUET, Jamshoro, and shall be negotiable and subject to approval by the Centre.
- b) The tenderer must indicate in his/her offer the port from where the Stores will be shipped.

#### ii. Delivery Period.

- a) The entire Stores must be delivered, installed and put into operation in the Laboratory of the Centre as per schedule early as possible after receiving the letter of award of the Contract.
- b) The Tenderer shall give in the offer his/her own schedule for the delivery and installation of various items of the Stores which shall be negotiable and subject to approval of the Centre.

#### iii. Delay in the Delivery of the Stores.

- a) For the Stores delayed beyond the delivery period, as specified in the Contract, or as approved by the Centre as stated in Clause 12 ii b) above, there shall be levied liquidated damages as specified in Clause 22 of the Conditions of Contract given in this Tender Document.
- b) The liquidated damages may be waived fully or partially by the Director, if there are reasonable grounds for such a delay.

### 13. Negotiations.

Under no circumstances will the negotiations take place with any tenderer with regard to Specifications and Prices quoted and read out at the public opening of the tenders and with

regard to the substance of the offer. The tenderers cannot revise their prices after the public opening of the tenders.

### **13. Rights of the Centre.**

- (a) The Centre reserves the right to reject any or all bids without any reason whatsoever, or not waive minor irregularities or errors in any offer. If it appears to the Centre that such irregularities or errors must be corrected in the offer in which they occur, the same will be corrected prior to issue of the letter of intent which may be awarded thereupon.
- b. The Centre is neither bound to accept the lowest or any other offer nor is it bound to assign reason for rejection of any offer.
- c. The Centre reserves the right to award the contract to one bidder or divide it among several bidders.
- d. The Centre reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever.
- e. The Centre reserves the right to cancel the offer of the tenderer whose bid has been found/evaluated to be the lowest if it is revealed to the Centre that the tenderer does not have the capability or financial resources or facilities to carry out the Contract in accordance with the terms and conditions of this Tender Document.

### **15. Evaluation of Bids.**

- b) In comparing bids the Centre will consider, besides the prices quoted, such other factors as compliance with specifications, relative quality of Stores, past experience of the tenderer and after-sales services facilities available in Pakistan and the tenderer's capacity to perform.
- c) The evaluation criteria specifically mentioned in the specifications will also be considered for evaluation of the bids.
- d) For the purpose of evaluation, the prices to be compared shall be the total prices inclusive of all duties, taxes, freight charges etc. as stated in clause 9 titled "Prices" above.
  - (i) For the items quoted in Annexure-C-1, the total prices as mentioned in Clause-9(b) shall be compared.
  - (ii) For comparison of the items quoted in Annexure C-1 with those quoted in Annexure C-2, the total prices as mentioned in Clause-9(a) including the charges/cost packing, making, handling, insurance, inspection guarantees, clearance, freight/transportation upto the Centre's Laboratory duties, taxes, levies, octrois etc.

### **16. Errors in the Bids.**

- (i) Any arithmetic errors found during evaluation of bids will 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 shall prevail and the total price shall be corrected by the Centre.

- b) If there is a discrepancy between the words and figures, the amount in figures shall prevail.
  - c) If there is any discrepancy between the total tender price entered in the Articles of Agreement and the total shown in the Schedule of Prices, the amount stated in the Articles of Agreement shall be corrected by the Centre in accordance with the corrected schedule of Prices.
- (ii) If the tenderer does not accept the corrected amount of tender, his/her Tender will be rejected and the Bid Bond submitted with the tender shall be forfeited.

**17. Foreign Exchange for Items of Stores to be imported.**

For the items of Stores which are to be imported and for which the prices have been quoted on C&F basis in Annexure C-2, the University will arrange payment in the foreign currency, to the extent of the C&F amount, as stated in Clause 9(b), through its bank in Pakistan in accordance with the prevailing foreign exchange control rules/regulations of the Government of Pakistan.

## CONDITIONS OF CONTRACT

### 1. Scope of the Contract

- a) The **Scope of the Contract** shall be the supply, delivery, installation, putting into operation and demonstration of the working of the Stores in the Centre of Excellence in Art and Design at Jamshoro, Sindh, in accordance with the technical Specifications and Bill of Quantities enclosed in this Tender Document.
- b) The Contractor shall within a period of one month of the execution of the agreement furnish to the Centre a **detailed program** of supply and delivery of various items of the Stores for necessary approval by the Centre.

### 2. Definition of Terms

In writing these Conditions of Contract, Specifications and Bill of Quantities, the following words shall have the meanings hereby indicated, unless there is some thing in the subject matter or Contract inconsistent with such constructions:

- i. **The Centre** shall mean the Centre of Excellence in Arts & Design, MUET, Jamshoro
- ii. **The Director** shall mean the Director of Centre of Excellence in Arts & Design, MUET, Jamshoro, including his successor in office and assignees, empowered to act in all matters pertaining to the Centre either directly or through the Project Director, Centre of Excellence in Arts & Design, MUET, Jamshoro.
- iii. **The Contractor or Supplier** shall mean the Tenderer (Bidder) whose Bid has been accepted by the Centre and shall include the Bidder's executors, administrators, successors and permitted assignees.
- iv. **The Stores** shall mean and include all the Laboratory Equipment, literature, materials and articles to be provided by the Contractor under the Contract.
- v. **The Contract** shall mean the agreement signed by the Contractor for the supply, delivery, installation, putting into operation and demonstration for the working of the Stores, as stated under the Scope of the Contract above.
- vi. **The Contract Price** shall mean the sum mentioned in or calculated in accordance with the provisions of the Contract, which is to be paid to the Contractor for satisfactory execution of the Contract in accordance with these Conditions of Contract.
- vii. **The Specifications** shall mean the specifications annexed to or issued, herewith, and shall include the schedule and drawings attached hereto as well as the samples and patterns if any.
- viii. **Month** shall mean the Calendar month.
- ix. **Writing** shall include any manuscript, type-written, printed or other statement reproduced in any visible form and whether under seal or under hand.



### 3. Contract Documents.

- a) The term **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:
- i. Instructions to Bidders (ITB)
  - ii. Bid Data Sheet
  - iii. Conditions of Contract (CC)
  - iv. Schedule of Requirements
  - v. Technical Specifications
  - vi. Bid Form and Price Schedules
  - vii. Bid Security Form
  - viii. Contract Form
  - ix. Performance Security Form
  - x. Manufacturer's Authorization Form
  - xi. Bill of Quantities with prices.
- b) In the event of any **conflict** between the above mentioned documents, the present Articles of Agreement and Conditions of Contract shall prevail.

### 4. Signing of the Contract Agreement

Within 07 days of the issue of the letter of intent, the successful bidder (bidders) will be required to **sign an agreement** with the Centre for the supply of such quantity, in whole or in part, of the tendered Stores as will be communicated to him / her (them) in the letter of intent.

### 5. Packing, Marking and Handling

- a) All the Stores, whether imported or locally manufactured / available, shall be delivered to the Centre at Jamshoro in **safe and secure condition** at the risk and cost of the Contractor.
- b) The packing, marking and handling shall be so arranged by the Contractor as to **prevent any loss of or damage** to the Stores.
- c) In case any of the items of the Stores are to be imported by the Contractor, the **import** shall be **arranged by the Contractor** himself / herself with such packing and marking and through such means as deemed fit by him / her for safe and secure delivery at Jamshoro. The packing of the equipment shall be the usual export packing to ensure safe journey by air, sea, rail and road, as the case may be, of the Stores to destination. Each packing shall be clearly marked in English with the following:

- i. Port of Destination: KARACHI.
- ii. Name of the Ship: \_\_\_\_\_
- iii. Name of the Consignee: DIRECTOR  
CENTRE OF EXCELLENCE IN ARTS  
& DESIGN, MUET, JAMSHORO.

- i. Name of the Contractor: CONTRACTOR'S NAME & ADDRESS
- ii. Case Number & Contents: \_\_\_\_\_

- iii. Net Weight & Dimensions:(length, Breadth & Height)
- iv. Gross Weight: (Kg.)
- v. Number & Date of Contract: \_\_\_\_\_
- vi. Marking: CEAD, MUET in a 6 in. x 4 in. rectangle

**CEAD**

**6. Transportation and Shipment**

**a. For Stores to be Imported**

- i. All those items of Stores which are to be imported by the Contractor shall be **shipped** by whatever means the Contractor deems fit **at his / her risk and cost**. The Contractor must keep the Centre informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the Centre.
- ii. **All costs** of loading of the Stores from the wharves at port of shipment and also the cost of ship wharf age / berthing, demurrage charges, stevedoring, handling charges and other port and river dues in respect of shipment companies' vessels at the port of shipment and all other expenditure up to the stage of placing the Stores at rest on board the ship and the freight charges shall be **borne by the Contractor**.
- iii. Similarly all costs of unloading the Stores at the wharves, wharf age / berthing, demurrage, stevedoring, handling charges and other port dues at the port of arrival in Pakistan and transportation from the port up to the stage of placing the Stores position in the laboratory of the Centre shall be borne by the **Contractor**. In order to facilitate the clearance of the Stores at the port of arrival, a clearing agent will be engaged by the Centre, in consultation with the Contractor, who will get the Stores cleared with the assistance of the Centre and the Contractor, and the clearing agent's charges shall be **borne by the Contractor**.
- iv. All things being equal, **Pakistan flag ships** should be used, as far as possible, for shipment of the Stores. If no such ship is available, such other ships may be used consistent with the execution of this Contract with economy and efficiency.
- v. The Stores must be shipped **under deck**
- vi. The Contractor shall send by air mail/courier service or personally deliver 4(four) sets of non-negotiable shipping documents direct to the Director, Centre of Excellence in Arts & Design, MUET, Jamshoro, so as to reach him at least 8(eight) days before arrival of the ship at the port in Pakistan.

**b. For Stores Manufactured / Available in Pakistan**

- i. All those items of the Stores which are to be manufactured in Pakistan, or are to be supplied from the locally available stocks (whether imported or manufactured in Pakistan), may be transported from the place of manufacture

or availability to Jamshoro by **any mode of transportation** as deemed convenient and suitable by the Contractor at his / her risk and cost.

- ii. All costs of handling, loading, transportation, unloading and placing the Stores in position in the Laboratory of the Centre shall be borne by the Contractor.

#### 7. Pre-shipment and After-fabrication Inspection

- a) The **pre-shipment inspection** and / or the inspection of the Stores Principals/Proprietor at the premises, if desired by the Contractor, shall be arranged by the Contractor at his / her own cost. The responsibility for the quality, quantity, correctness and adherence to the Specifications etc. of the Stores shall lie solely and squarely on the Contractor.
- b) The Centre may, at its discretion, waive pre-shipment inspection and hence issue the waiver in writing so that the Stores could be shipped under manufacturer's test certificate. This waiver shall be deemed as authorization to ship for the purpose of negotiating the letter of credit under Clause 13(b)ii.
- c) The pre-shipment inspection and/or the waiver thereof shall in no any above the Contractor of any of his obligations under this Contract.

#### 8. Insurance

The Contractor shall arrange the insurance for the Stores in whatever way he / she deems fit at his / her risk and cost. The prices quoted in the offer of the Contractor shall include the cost of insurance. The Contractor shall have to inform the Centre of the insurance arrangements made by him / her for the Stores.

#### 9. On-arrival Inspection

There shall be inspection of the Stores by the representatives of the Centre after arrival in the laboratory of the Centre in presence of the Contractor or his authorized representatives and the representatives of the insurance company. The **inspection report**, which, inter-alia, should indicate the condition in which each item of the Stores has been received, shall be signed by the above representatives. The Contractor shall coordinate with the Director, Centre and the insurance company for arranging the inspection at such date and time as is convenient to the above representatives.

#### 10. Taking Over

Upon receipt of the equipment in the Laboratory of the Centre and after inspection, as stated in Clause 9 above, the Centre will issue a **taking-over certificate** in respect of those items of Stores which are received in acceptable condition. The taking-over of the damaged items will be with-held until the same are repaired / replaced and are re-inspected and found in acceptable condition.

#### 11. Installation and Demonstration of Stores

##### a). Installation

- i) After inspection and taking over of the Stores, as stated in Clauses 9 and 10 above, the Contractor shall install those items of Stores which are to be permanently

positioned in place in the laboratories of the Centre. For this purpose, the Contractor shall co-ordinate with the Director, Centre, for making arrangements for the Hardware needed for the installation.

- ii) The cost of hardware for installation shall be borne by the Centre. The Contractor shall provide, along with his offer, the details of the hardware needed for each item of the Stores separately. The technical and other personnel needed for installation of the Stores shall be provided by the Contractor at his cost. The entire cost of installation, configuration, application except that of the needed hardware, shall be borne by the Contractor.

**b) Demonstration**

- i) After installation of the Stores, as stated in Clause 11 a) above, the complete working of each item of Stores for the purpose of performing the intended Laboratory experiments, testing of specimens and recording of the test results etc., shall be demonstrated fully to the designated staff of the Centre by the Contractor or his technical personnel.
- ii) The entire cost, including the T.A. / D.A. of the personnel involved in the demonstration, shall be borne by the Contractor.

**12. Completion Certificate**

After completion of the installation and demonstration, as stated in Clause 11 above, a certificate is to be obtained by the Contractor from the concerned Head of the Department / Director of the Institute stating that the Stores (item-wise) have been satisfactorily installed and demonstrated by the Contractor.

**13. Terms of Payment**

The Contractor shall be paid for Stores in the following manner:

- a) CATEGORY A: Stores Manufactured/Available in Pakistan without involving import.

- i. For all those items of Stores for which the completion certificate has been issued by the Centre, as stated in Clause 10 above, the Centre will pay to the Contractor Seventy Percent (70%) of total price of the items quoted by the Contractor, the remaining thirty percent (30%) will be paid after presentation of the completion, as stated in clause 12 above.

- ii. The payment for those items of Stores for which the completion certificate has not been issued by the Centre, as stated in Clause 10 above, will be with-held and released only after the damaged items are replaced / repaired, re-inspected and found in satisfactory condition with consequent issuance of the completion certificate. The payment will be made in the same manner as stated in Clause 13 a) i above

- c) CATEGORY B Stores imported from Approved Countries

The payment for this category of stores will be made in two parts as under:

**Part-1 Payment in foreign currency**

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

- i. An irrevocable letter of Credit of Ten (10) percent of the C & F price, in the currency quoted by the principals, will be opened in the bank in the country of origin in favor of Principal/Contractor within 30days after signing the contract.
- ii. Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring agency.
- iii. On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- iv. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency.

The required shipping document includes;

- Cleaning on board bill of lading
- Contractor's detailed invoice showing description of stores, specification, quantity, unit price and total price.
- Detail packing list.
- Certificate of origin of stores and certificate of pre-shipment/after-fabrication inspection or authorization to ship the stores as per clause-7.

## **Part-II Payment in Pakistani Rupees.**

- i. For all those items of Stores for which the completion certificate has been issued by the Centre, as stated in Clause 10 above, the Centre will pay to the Contractor Seventy Percent (70%) of total price of the items quoted by the Contractor, the remaining thirty percent (30%) will be paid after presentation of the completion, as stated in clause 12 above.
- ii. The payment for those items of Stores for which the completion certificate has not been issued by the Centre, as stated in Clause 10 above, will be with-held and released only after the damaged items are replaced / repaired, re-inspected and found in satisfactory condition with consequent issuance of the completion certificate. The payment will be made in the same manner as stated in Clause 13 a) i above.
- iii. Payment of local currency portion shall be made in [Pak currency] within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.
- iv. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.
- v. Part payment on part supply may be allowed.

**14. Warranty / Guaranty**

- a) The Contractor shall **warranty** that the Stores shall be fit for the purposes and operation mentioned in the relevant clauses of the "Instructions to the Tenderers" and "Conditions of Contract", notwithstanding the fact that the entire Stores, or any item or part of the Stores, bear or are found to bear a patent or trade mark.
- b) The Contractor shall **guarantee** supply of good quality Stores in accordance with the Specifications and as stated in Clauses 4 and 5 of the "Instructions to the Tenderers". Further, the Stores shall be brand new and absolutely free from all defects in material, quality and workmanship. In case of defects, the defective Stores, or the defective parts / components of the Stores thereof, shall be replaced by the Contractor free of cost to the Centre within reasonable time.

**15. Breach of Contract**

In case of breach of warranty /guarantee or Contract, the **damages** suffered by the Centre shall be **recovered from the Contractor** out of any payment due to the Contractor and / or in accordance with the terms and conditions of the Contract Performance Bond given at Annexure "F" enclosed with this Tender Document, without notice to the Contractor.

**16. Contractor's Default Liability**

- a) The Centre may upon written notice of default to the Contractor **terminate the Contract** in the circumstances detailed hereunder:
  - i. If in the judgment of the Centre, the Contractor fails to make delivery of the Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the Centre; and
  - ii. If, in the judgment of the Centre, the Contractor fails to comply with any of the other provisions of the Contract.
- c) In the event the Centre terminates the Contract, in whole or in part, as provided in Clause 16 a) above, the Centre reserves the right to **purchase**, on such terms and conditions as it may deem appropriate, Stores similar to the one terminated, and the Contractor will be liable to the Centre for any additional costs for such **similar Stores**, and / or for liquidated damages for delay, as defined in Clause 22 of the Conditions of Contract until such reasonable time as may be required for the final supply of the Stores.
- e) If the Contract is terminated, as provided in Clause 16 a) above, the Centre, in addition to any other rights provided in this Clause, may require the Contractor to **transfer title** and deliver to the Centre under any of the following cases in the manner and as directed by the Centre:
  - i) Any **completed Stores**; and
  - ii) Such **partially completed Stores**, drawings, information and contract right (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of such parts of the Contract as has been terminated.

- d) The Centre will **pay to the Contractor** the **Contract Price** for the completed Stores delivered to and accepted by the Centre and also for the manufacturing materials delivered and accepted.
- e) In the event the Centre does not terminate the Contract, as provided in Clause 16 a) above, the Contractor shall continue with the performance of his / her Contract, in which case the Contractor shall be liable to the Centre for **liquidated damages for delay** as set out in Clause 22 until the Stores are accepted.

#### 17. **Bankruptcy**

If the **Contractor** shall become **bankrupt** or have a receiving order made against him / her or compound with his / her creditors, or being a corporation commence to be wound up, not being a voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, **the Centre shall** be at liberty to:

- a) **Terminate the Contract** forthwith by a notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contract may become vested, and to act in the manner provided in Clause 16 above as though the last mentioned notice has been the notice referred in such Clause and the Stores have been taken out of the Contractor's hand; and / or
- b) Give such liquidator, receiver, or other person the **option of carrying out the Contract** subject to his / her providing a guarantee for the due and faithful performance of the Contract upto an amount to be determined by the Centre.

#### 18. **Termination of Contract**

- a) If, for any cause as set forth in Clause 19 hereafter, the Contractor finds it impracticable to continue operation or, if owing to force majeure or to any cause beyond its control, the Centre finds it impossible to continue operation, then **prompt notification** in writing shall be given by the party affected to the other.
- b) If the delay or difficulties so caused cannot be expected to cease or become avoidable, or if operation cannot be resumed within six months, then either party shall have the right to terminate the Contract by giving ten **(10) days written notice** to the other.
- c) In the event of termination of the Contract under this Clause, **payment** will be made to the Contractor as follows:
  - i) The Contractor shall be paid for all the Stores for which the completion certificate has been issued, as stated in Clause 12, and for all the reimbursable expenses due and unpaid.
  - ii) The Contractor shall also be paid reasonably for any work done during the said six months period as well as for settlement of any financial commitment made in connection with proper performance of the Contract and which are not reasonably defrayed by payments under i) above.
  - iii) On termination of the contract for any cause, the Contractor shall see to the orderly suspension and termination of operations with due consideration to the interests of

the Centre with respect to completion, safeguarding or storing of the Stores produced for the performance of the Contract and the salvage and resale thereof

**19. Force Majeure.**

**The Contractor shall not be liable** for any additional cost or for liquidated damages for delay or any failure to perform the Contract arising out of force majeure or cause beyond his / her control including acts of God, or of the public enemy, or of the Government, fires, floods, epidemic quarantine restrictions, strikes, freight embargoes and default of subcontractors due to any such cause (unless the Centre shall determine that the Stores to be furnished by the Contractor might reasonably have been obtained from other sources in sufficient time to allow the Contractor to meet the required time schedule), provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Centre in writing of the **causes of the delay**. The Centre shall ascertain the facts and the extent of the delay and **extend the time** for completing the supplies as in its judgment the findings justify.

**20. Rejection**

a) In the event any portion of the Stores supplied by the Contractor is found before taking over to be **defective in material or workmanship**, or otherwise not in conformity with the requirements of the Contract, the Centre shall have the right to either reject or require, in writing, rectification of the Stores. In the later case, the Contractor shall with utmost diligence, and at his own expense, make good the defects so specified or replace the defective Stores. If the Contractor fails to rectify or replace the rejected Stores, the Centre may adopt any of the following options:

- i) **Replace or Rectify**, at its option, such defective Stores and charge to the Contractor the excess cost occasioned to the Centre plus (15%) fifteen percent; or
- ii) Acquire the said Stores at a **reduced price** considered equitable under the circumstances; or
- iii) **Terminate the Contract** as provided in Clause 18 of these Conditions of Contract.

b) Nothing in this Clause shall affect any claim by the Centre under Clause 22 hereafter.

**21. Extension of Time**

If the completion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the Centre, in writing, of his **claim** for an extension of time. The Centre on receipt of such request may agree to **extend the completion date** as may be reasonable in the circumstances of the case but without prejudice to other terms and conditions of the Contract.

**22. Delay in Delivery - Liquidated Damages**

a) Should the **progress** of the Contract at any time be **lagging behind** the program agreed between the Centre and the Contractor, the Centre will notify the Contractor in writing and the Contractor shall there upon take such steps as he / she may deem fit to **expedite the progress** of the Contract. Non-issuance of this notice by the Centre shall not in any way absolve the Contractor of the liquidated damages as stated in Clause 22 b) below.



- b) If the Contractor fails to complete the Contract, in full or part, within the time laid down in the Contract Agreement or any extension thereof, there shall be deducted from the Contract Price, as liquidated damages, a sum of one half of one percent (0.5%) of the Contract price of each unit of the delayed Stores for each calendar week of delay subject to the maximum of five percent (5%) of the Contract Price of the unit or units so delayed, and such deduction shall be in full satisfaction of the Contractor's liability for the said failure.

**23. Period of Guarantee**

- a) The term period of guarantee shall mean the period of twelve (12) months from the date on which the Stores have been put into operation and demonstrated to Centre staff. In any case this period shall not exceed eighteen (18) months from the date of taking-over certificate.
- b) During the period of guarantee, the Contractor shall remedy, at his / her expense, all defects in design, materials, and workmanship that may develop or are revealed under normal use of the said Stores upon receiving written notice from the Centre; the notice shall indicate in what respect the Stores are faulty.
- c) The provisions of this Clause include all the expenses that the Contractor may have to incur for delivery and installation of such replacement parts, material, and equipment as are needed for satisfactory operation of the Stores at the University premises.

**24. Non-assignment**

The Contractor shall not have the right to assign or transfer without the prior approval of the Centre the benefit and obligations of the Contract or any part thereof.

**25. Expenditure under Contract**

The Contractor shall not make any expenditure for the purpose of this Contract in any country not authorized by the Government of Pakistan

**26. Certificate Not to Affect the Rights of the Centre or the Contractor**

No certificate of the Centre on account nor any sum paid on account by the Centre nor any extension of time for the delivery of the Stores pursuant to Clause 19 shall affect or prejudice the rights of the Centre against the Contractor nor relieve the Contractor of his obligation for due performance of the Contract or be interpreted as approval of the Stores supplied, and no certificate shall create liability of the Centre to pay for the alterations, amendments, variations etc. not ordered in writing by the Centre or discharge the Contractor for the payment of damages or of any sum against the payment of which he / she is bound to indemnify the Centre nor shall such certificate nor the acceptance by him / her of any sum paid affect or prejudice the rights of the Contractor against the Centre .

**27. Payments Due from the Contractor**

All costs, ascertained damages or expenses for which under the Contract the Contractor is liable to the Centre may be deducted by the Centre from any money due or may become due to the Contractor under the Contract or may be recovered by action of law or other wise from the Contractor.

**28 Legal Proceedings**

The Contract and the Tender Documents are governed by the laws of Pakistan and no proceedings to or arising out of any of them shall be instituted in any courts other than those situated at Hyderabad and Karachi, Sindh Pakistan..

**29. Dispute**

Should any question or dispute arise as to the material, design, construction or delay in the supply of the Stores or the purpose or the performance for which they are required or are warranted, the Centre shall nominate an independent certifier / expert having knowledge of laboratory equipment, etc., who will, after affording the parties to the dispute an opportunity to present their contention, and after having tests made as the certifier deems fit, certify whether there has been any breach of Contract or warranty and, if so, what sum shall be paid to the Centre in diminution or extinction of price, and such certificates shall be final and binding and shall not be questioned and shall be acted upon in arbitral or other legal proceedings. The award of the costs of the certifier will be within his / her own discretion and shall be recoverable from the party against which the costs are awarded.

**30. Arbitration**

All disputes and matters of difference whatsoever (other than those relating to the certificate of expert certifier) between the Centre and the Contractor relating to and arising out of the Contract and Tender Documents shall be referred to arbitration under the arbitration act 1940 with amendments and re-amendments thereof, each party nominating its own arbitrator. The umpire will be nominated by the arbitrators within the first three arbitral hearings. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Jamshoro, Sindh Pakistan.

**FORM OF TENDER**  
(LETTER OF OFFER)

Tender Reference No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Contract: **Supply, Installation, Putting into Operation and Demonstration of Equipment in the Laboratories of Centre of Excellence Arts & Design, MUET, JAMSHORO**

The Director  
Centre Of Excellence Arts & Design, MUET,  
JAMSHORO, SINDH

Dear Sir,

1. Having examined the Tender Documents including Instructions to Tenderers, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Agenda Nos. \_\_\_\_\_ for the execution of the above-named Contract, we, the undersigned, being a company doing business under the name and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Contract and remedy any defects therein in conformity with the said Documents including Agenda thereto for the Total Tender Price of Rs. \_\_\_\_\_ (in figures and words) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Tender.
3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Bid Bond referred to in Clause 3 of the Instructions Tenderers and as per Annexure "D", in the amount of Rs. \_\_\_\_\_ (in words and figures) drawn in favor of or made payable to Centre of Excellence in Arts & Design, MUET, Jamshoro, and valid for a period of 28 days beyond the period of validity of this Tender.
4. We undertake, if our Tender is accepted, to complete the whole of the work comprised in the above-named Contact within the time stated in Clause 12 of the Instructions to Tenderers.
5. We agree to abide by this Tender for the period of 120 days beyond the date of opening of the Tender, and it shall remain binding upon us and may be accepted at any time before the expiration of this period.
6. Unless and until a formal Contract Agreement is signed, this Tender, together with your acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Tender is accepted, to execute the Contract Performance Bond referred to in Clause 3 of the Instructions to Tenderers and as per Annexure "E" for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

9. We do hereby declare that this Tender is made without any collusion, comparison of figures or arrangement with any other person or persons making a Tender for the above-named Contract.
10. We confirm, if our Tender is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Director Centre of Excellence in Arts & Design, MUET, Jamshoro. (Please delete this clause in case of Tender from a single firm)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized

to sign Tender for and on behalf of \_\_\_\_\_  
(Name of Tenderer in Block Capitals)

Address: \_\_\_\_\_  
\_\_\_\_\_

**Witness:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Occupation: \_\_\_\_\_

TENDER PARTICULARS

**THE TENDERERS MUST SUPPLY THE FOLLOWING SPECIFIC INFORMATION FOR EACH ITEM OR GROUP OF ITEMS OF THE STORES:**

**1. Conformation of Stores:**

Whether the Stores offered conform to the particulars specified in the Schedules; if not, details of deviations must be stated in Annexure "F".

**2. Manufacturing Details:**

- (i) Brand of Equipment.
- (ii) Name and address of Manufacturer; and
- (iii) Country of origin of Stores.

**3. Delivery Schedule:**

- (i) Earliest date by which delivery can be affected;
- (ii) Complete schedule of delivery; and
- (iii) If the delivery period is different for different items, it must be indicated item wise.

**4. Packing Specification:**

Whether the specifications for packing given in the Tender Documents will be adhered.

**FORM OF SCHEDULE TO TENDER FOR STORES MANUFACTURED/AVAILABLE IN  
PAKISTAN WITHOUT INVOLVING IMPORT.**

Due by \_\_\_\_\_ hours on \_\_\_\_\_  
(time) (date) (month) (year)

SCHEDULE TO TENDER NO. \_\_\_\_\_ DATED \_\_\_\_\_

The Tender will be opened at \_\_\_\_\_ hours on \_\_\_\_\_  
(time) (date) (month) (year)

Delivery on or before \_\_\_\_\_  
(date) (month) (year)

**Rates and amount to be quoted in Pakistani Rupees**

S.No.	Code/ Item No.	Description Of Stores	Detailed Specifications Of Stores with Model No.	Quantity Of Stores.	Unit	Rate Per Unit	Total Price.
1	2	3	4	5	6	7	8

**It is certifies that:**

- i) The Stores offered above conform in all respects with the particulars/specifications given in the 'Tender Documents' and
- ii) All the terms and conditions of the Tender Documents are acceptable to us.

\_\_\_\_\_  
(signature of the authorized person)

**SEAL**

\_\_\_\_\_  
(name of the authorized person)

\_\_\_\_\_  
(name of the Tenderer)

**FORM OF SCHEDULE TO TENDER FOR STORES  
IMPORTED FROM APPROVED COUNTRIES.**

Due by \_\_\_\_\_ hours on \_\_\_\_\_  
(time) (date) (month) (year)

SCHEDULE TO TENDER NO. \_\_\_\_\_ DATED \_\_\_\_\_

The Tender will be opened at \_\_\_\_\_ hours on \_\_\_\_\_  
(time) (date) (month) (year)

Delivery on or before \_\_\_\_\_  
(date) (month) (year)

**PART 1.** The rates quoted in the Table below must be on C&F basis.

S. No.	Code/ Item No.	Description Of Stores	Detailed Specifications Of Stores with Model No.	Quantity Of Stores.	Unit	Rate Per Unit	Currency	Total C&F Price	Country of Origin
1	2	3	4	5	6	7	8	9	10

**PART 2.** The rates quoted in the Table below must be in Pakistani Rupees

S.No.	Code/ Item No.	Description of Stores	Quantity Of Stores.	Unit	Rate Per Unit	Total Price.
1	2	3	5	6	7	8

(Continued on the next page)





Statement Describing Deviation from Specifications.

S.No.	Code No.	Description of Stores	Statement of Variation from Specifications	Reasons for Variations.
1	2	3	4	5

\_\_\_\_\_  
 (Signature of the authorized person)

SEAL

\_\_\_\_\_  
 (Name of the authorized person)

**On behalf of**

\_\_\_\_\_  
 (name and address of the Tenderer)

**Performance Security Form**

To: *[name of Procuring agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 19\_\_\_\_ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guar-antee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## **Manufacturer's Authorization Form**

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: [name of the Procuring agency]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [Reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

# **BOQs**

**BILL OF QUANTITY FOR ICT INFRASTRUCTURE (LAN MANAGEMENT) AT  
CEAD, MUET, JAMSHORO**

S#	Detail Specification	Unit	Quantity	Unit Rate	Amount Rs.
	<b>FIBER CABLING</b>				
1	12 Core S/Armored Single Mode F/C 9/125 (Meter) preferably (AMP/3M/D-Link or equivalent)	Mtr	1500		
2	LC / SC Duplex Patch Cord, Single Mode, 50/125 $\mu$ , 2,5mm Twin Zip Cable, LSZH Jacket, (AMP/3M/D-Link or equivalent)	Nos	24		
3	Drawer style, 1U 19", 300 mm deep, SC Fiber Patch Panel, including 12 x SC duplex Single Mode coupler, fiber management rings, metric cable glands and pre-installed dust cover (AMP/3M/D-Link or equivalent)	Nos	08		
4	SC Simplex Pigtail, Single Mode, 50/125 $\mu$ , LSZH Jacket, (AMP/3M/D-Link or equivalent)	Nos	120		
	<b>INSTALLATION AND SERVICE CHARGES</b>				
5	Providing 1" or as per requirement size GI/UP VC Pipes for the Optical Fiber, complete in all aspects. Adamjee or equivalent	Mtr			
6	Civil work for Fiber 2 ft deep & 1.5 ft width , sand beded, hand hole, Testing Pits, Caution Tap and landmarks, Complete in all aspects.	Mtr	1500		
7	Fiber Optics Cable Laying included Distribution Box and PVC Channel for open areas ,All accessories used in Laying, splicing. Adamjee or equivalent	Mtr			
	<b>Sub Total amount Rs.</b>				

Signature & Stamp of Bidder

**BILL OF QUANTITY FOR ICT INFRASTRUCTURE (LAN MANAGEMENT) AT  
CEAD, MUET, JAMSHORO**

S#	Detail Specification	Unit	Quantity	Unit Rate	Amount Rs.
	<b>B/F amounts Rs.</b>				
	<b>DATA CABLING</b>				
8	Cat 6 Cable (23 AWG), UTP, 305 m Box (AMP/3M/D-Link or equivalent)	Nos	50		
9	Dual Shutter Faceplate (AMP/3M/D-Link or equivalent)	Nos	400		
10	RJ45 K6 Jack, Cat 6, UTP, i/O (AMP/3M/D-Link or equivalent)	Nos	400		
11	Patch Panel, 24 ports Cat 6 (AMP/3M/D-Link or equivalent)	Nos	21		
12	Cat 6 Patch Cord UTP 1 Meter, (AMP/3M/D-Link or equivalent)	Nos	400		
13	Cat 6 Patch Cord UTP 3 Meter, (AMP/3M/D-Link or equivalent)	Nos	400		
14	Data Cabinet 42 U Totem or equivalent	Nos	01		
15	Data Cabinet 12 U Totem or equivalent	Nos	09		
16	PDU 16 Socket Totem or equivalent	Nos	04		
17	PDU 8 Socket Totem or equivalent	Nos	16		
	<b>INSTALLATION AND SERVICE CHARGES</b>				
18	UTP Cabling, ducting, piping, termination, tagging, fluke testing, proper cable harnessing / organizing and rack installation. All Material with accessories used in laying should be Adamjee or equivalent	Mtr	5000.00		
	<b>Sun Total Rs.</b>				

Signature & Stamp of Bidder

**BILL OF QUANTITY FOR ICT INFRASTRUCTURE (LAN MANAGEMENT) AT  
CEAD, MUET, JAMSHORO**

S#	Detail Specification	Unit	Quantity	Unit Rate	Amount Rs.
				B/F amounts Rs.	
	<b>ACTIVE COMPONENT</b>				
19	Cisco Catalyst Switch 3560 Cisco or equivalent	Nos	1		
20	Cisco 2921 or Equivalent Router Cisco or equivalent	Nos	1		
21	24 port SFP Manageable Switch Cisco, D-Link, Huawei, Ubiquity or equivalent	Nos	1		
22	Stackable Gigabit Edge Switch with 24 x 10/100/1000T 4 x 10G SFP+ ports Cisco, D-Link, Huawei, Ubiquity or equivalent	Nos	12		
23	Stackable Gigabit Edge Switch with 48 x 10/100/1000T 4 x 10G SFP+ ports Cisco, D-Link, Huawei, Ubiquity or equivalent	Nos	03		
24	1000 base single mode SFP Cisco, D-Link, Huawei, Ubiquity or equivalent	Nos	24		
	<b>INSTALLATION AND SERVICE CHARGES</b>				
25	Installation and Configuration charges.	L/s	01		
				<b>Total amount Rs.</b>	
	<b>In words;</b>				

Signature & Stamp of Bidder

**PROPOSED LAYOUT OF CEAD**

CENTER OF EXCELLENCE IN ART AND DESIGN

