



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
PROCUREMENT CELL

Tele # 99261261- 68, Fax # 99261255, E-mail: ddff@neduet.edu.pk

"Say NO to Corruption"

No. PC/M-IV/338

Dated: 02/09/2016.


TENDER NOTICE

Sealed Bids based on "Single Stage One Envelope" are invited from the Manufacturers / Authorized Dealers / Distributors / Suppliers registered with Income Tax and GST Departments for following Procurements:

S #	Tender		Tender Schedule – Date and Time				Tender Fee
	Number	Work	Issue / Sale		Submission deadline	Opening	
			From	To			
1.	PC (M-IV)/NED / FUR /Chemical-I/05/16	Procurement of furniture items , Computer tables, & Chairs for the Department of Chemical Engineering	07-09-2016	30-09-2016	03-10-2016 10:30 A.M	03-10-2016 11:00 A.M	500/-

TERMS & CONDITION:

01. Procurement method is to be applied single stage one envelope.
02. The tenderer shall provide Evidence of Financial turnover amount in Rs. for at least last 03 year and two year relevant experience.
03. Price valid for 60 days must be quoted on F.O.R. basis for Karachi inclusive of all taxes, duties and other charges along-with 2.5% earnest money in the shape of Pay Order in favor of Director Finance, NED University of Engineering & Technology, G.S.T. must be quoted separately along-with copy of G.S.T. Registration Certificate, where applicable. Equivalent
04. Sealed tenders must be delivered / dropped in the Tender Box available at the office of Assistant Director Procurement - II on or before prescribed date and time which will be opened publicly on same date in the presence of bidder or their representatives who wish to be present alternate offer may be acceptable.
05. Delivery is to be completed within the prescribed period from the date of Contract Schedule.
06. The Tender documents can be obtained from the office of Assistant Director Procurement - II w.e.f. on 07-09-2016 between 08:30 A.M. to 04:00 P.M. on working days through written request on letter head by making payment of the Tender Fee in the shape of Pay Order in favour of Director Finance, NED University of Engineering & Technology, indicated against each tender.
07. The Tender should be addressed to the **Assistant Director Procurement-II Extension No. 2471** at the above address. In case of any disturbance the bid shall be submitted and opened as per given schedule on the next working day.
08. Any quotation not conforming to specifications and terms and conditions shall be rejected, however on request grounds for rejection of bid can be communicated.
09. The Procuring Agency may reject any or all bids or postpone date as relevant provision of SPP Rule 2010.
10. A complete detail and specifications of the aforesaid tenders can be downloaded from the University website and SPPRA Website www.pprasindh.gov.pk. Procuring Agency may reject all or any bid subject to the provision of relevant Rules of SPPRA. Bidders are requested to give their Best and Final Prices as "No Negotiations" are expected.


Director Procurement
02/09/2016



PURCHASE SECTION
NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI.
 BY REGISTERED A.D./COURIER SERVICE.

CONTRACT SCHEDULE

1. Contract No:
2. Name & Address of Contractor:
3. Contractor's Tender No. & Date:
4. Indenter's Name & Address:
5. Indenter's Indent No & Date:
6. Particulars of stores:

Dated: _____ 20

As below.

Item No.	Description of Store	Acctg Unit	Price per A/U	Total Qty Reqd.	Total Value
01					
INSTRUCTIONS:					
<ul style="list-style-type: none"> ▪ Store must be delivered to Central Store in due period which will be issued by the Central Store to the Indenter ▪ A copy of Delivery Challan must be delivered to Purchase Officer on same day after delivery of Store ▪ Bill should be submitted Assistant Director Finance (Purchase) along with GST Invoice ▪ Inspection Certificate may be issued by Central Store within Prescribed period as mentioned in clause 15 of the Indent Form 					
GRAND TOTAL (Value in Words)					

7. Date of Delivery:
8. Place of Delivery: NED University Campus/Consignee.
9. Name & Address of Consignee:

INDU UNIVERSITY OF ENGINEERING & TECHNOLOGY
ANNUAL PROCUREMENT PLAN FOR THE YEAR 2016-17 (Revision-1)

Sr. No.	Description Procurement	Budget Allocated (\$: Million)	Budget Head	Timing of Procurement				Remarks
				1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Purchase of Durable Goods	12.076	Transport	✓	✓	✓	✓	Timing of procurement may subject to the requirement of department
			Machinery & Equipment	✓	✓	✓	✓	
			Furniture	✓	✓	✓	✓	
2	Repair & Maintenance of durable goods	11.757	Maintenance of Transport	✓	✓	✓	✓	
			Machinery & Equipment	✓	✓	✓	✓	
			Furniture & Fixture	✓	✓	✓	✓	
			Admin./Acad. Building	-	-	-	-	
3	Printing Stationary & Publication	15.990	Printing & Stationery office	✓	✓	✓	✓	
			Printing & Stationery Computer	✓	✓	✓	✓	
4	Commodities & Services (POL)	13.420	POL	✓	✓	✓	✓	
5	Uniform And Lineries	0.770	Uniform	✓	✓	✓	✓	
6	Renewal of Software Licences all Deptt.	3.850	Renewal of Software	✓	✓	✓	✓	
7	Student Affairs	0.545	Purchase of Sport Material	✓	✓	✓	✓	
8	Registrar Office	4.235	Entry Test	-	✓	-	-	
		8.228	Convocation Expenses	-	-	✓	-	
9	Abul Kalam Library	8.470	News Paper periodicals and Book	✓	✓	✓	✓	
		0.242	Book Bank	✓	✓	✓	✓	
10	Medical Department	0.484	Purchase of Medicine	✓	✓	✓	✓	
		33.000	Hospitalization	✓	✓	✓	✓	
11	Internet Department	0.726	Linkage	✓	✓	✓	✓	
12	Conduct of Examination	5.000	Printing Jobs	✓	✓	✓	✓	
13	ARC's	10.257	a. ARC Hardware	✓	✓	✓	✓	
			b. ARC Plumbing	✓	✓	✓	✓	
			c. ARC Painting	✓	✓	✓	✓	
			d. ARC Horticulture items	✓	✓	✓	✓	
			e. ARC Janitorial Items	✓	✓	✓	✓	
			f. ARC Stationary	✓	✓	✓	✓	
			g. ARC Paper	✓	✓	✓	✓	
			h. ARC Electrical	✓	✓	✓	✓	
14	Lab Charges	2.778	For BE	✓	✓	✓	✓	
		0.868	For Masters	✓	✓	✓	✓	
15	Publication / Advertisement	1.650	Advertisement	✓	✓	✓	✓	
16	UDWP ACCOUNT	145.604	UDWP	✓	✓	✓	✓	
(a)	Computers, Air Conditions, Multimedia etc.	"	"	✓	✓	✓	✓	
(b)	Desktop Computers & Laptops	"	"	✓	✓	✓	✓	
(c)	Computers	"	"	✓	✓	✓	✓	
(d)	Laboratory Equipment	"	"	✓	✓	✓	✓	
(e)	Furniture & Fixtures	"	"	✓	✓	✓	✓	
17	Insurance Services	0.200	"	✓	✓	✓	✓	

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI.

Name of Development Scheme: Strengthening of NED University of Engineering & Technology, (MHI)

PROCUREMENT PLAN 2016 - 2017

S. No.	Name / Title of Procurement including items to be executed	Estimated Cost including GST	Head of Account / Sub-Head of Account	Approved Allocated Funds	Source of Funds	Nature of Procurement	Method of Procurement	Anticipated Date of		Remarks
								Advertisement	Start / Completion	
1.	Procurement of Laboratory Equipment for Deptt. Metallurgical Engg.	---	Laboratory Equipment / Metallurgical Engineering	62,400	PSDP-HEC			August	Sept.	Preparation Stage
2.	Procurement of Laboratory Equipment for Deptt. Materials Engg.	---	Laboratory Equipment / Materials Engineering	19,200	PSDP-HEC			August	Sept.	Preparation Stage
3.	Procurement of Laboratory Equipment for Deptt. of Polymer & Petrochemical Engg.	---	Laboratory Equipment / Polymer & Petrochemical Engineering	7,763	PSDP-HEC			August	Sept.	Preparation Stage
4.	Procurement of Laboratory Equipment for Deptt. Chemical Engg.	---	Laboratory Equipment / Chemical Engineering	3,039	PSDP-HEC			August	Sept.	Preparation Stage
5.	Procurement of Laboratory Equipment for Deptt. Petroleum Engg.	---	Laboratory Equipment / Petroleum Engineering	7,660	PSDP-HEC			August	Sept.	Preparation Stage
6.	Procurement of Laboratory Equipment for Deptt. Mechanical Engg.	---	Laboratory Equipment / Mechanical Engineering	10,392	PSDP-HEC			August	Sept.	Preparation Stage

Handwritten signature and initials



F/QSP 02/01/00

Internal Memo

URGENT INFO ONLY
 IMMEDIATE ROUTINE

To: All Concerned	From: Director Procurement
Sub: Procurement Committee	Ref: No. DP/Chemical-I/05/16/2620
	Date: 01-09-2016

With reference to this University Office Order No. DR(Estab)/(1193)Vol-II/6331 dated: 16.06.2016, the Procurement Committee under Rule 7 of the Sindh Public Procurement Rules (as amended) comprising of the following Members has been constituted for Procurement of Computers Tables & Chairs (vide Case File No. PC(M-IV)NED/FUR/Chemical-I/05/16) as follows:

1. Prof. Dr. Inayatullah Memon
Chairman, Chemical Engg. Deptt
NEDUET, Karachi Convener
2. Mr. Muhammad Mabroor Khan
Administrative Officer
Center for Excellence in Marine Biology
University of Karachi Member
3. Mr. Fawad Ul Hasan
Assistant Director Procurement-II
NEDUET, Karachi Member/Secretary

The TOR / functions / responsibilities of the aforesaid Procurement Committee will be in accordance with Rule-8 of SPP Rules.


Director Procurement
01/09/2016

OFFICE ORDER

In supersession of office order No. DR (Estab)/(1005)/11418 dated 02-11-2017, University Administration has constituted the Complaint Redressal Standing Committee consisting of the following officers to address complaints regarding all procurement at the university in pursuance of Clause 31(1) of the SPPRA rules:

- | | | |
|----|--|----------|
| 1. | Prof. Dr. Sami Ahmad Qazi
Dean (ICF) | Convener |
| 2. | Independent Professional from the relevant field | Member |
| 3. | Nominee of Accountant General Sindh | Member |

M. Hussain
Ag. REGISTRAR

The Convener & all members

Copy for information to

1. Dean (ICF)
2. Director Planning & Projects
3. Director Finance
4. Director, Procurement Cell
5. Ag. Resident Engineer

ADP-II

[Signature]
30/5/2018
DP

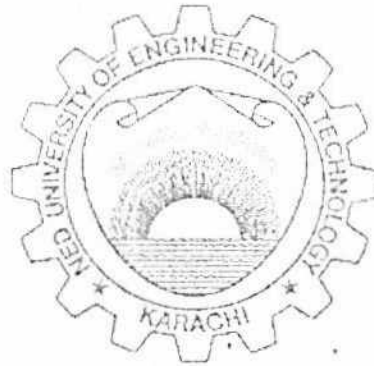
81

ISSUED ON: _____

ISSUED TO: _____

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI

*Commencement of New Engineering Programs and Infrastructure Development at
NED University of Engineering and Technology, Karachi (Mega-IV)*



**“Procurement of Furniture Items / Computers Tables &
Chairs for Department of Chemical Engineering”**

TENDER NO. PC (M-IV)/NED/FUR/Chemical-I/05/16

PROCUREMENT CELL

LIST OF CONTENTS

PART	DESCRIPTION
Part-I	NOTICE INVITING TENDERS
Part-II	INSTRUCTIONS TO BIDDERS
Part-III	GENERAL CONDITIONS OF CONTRACT
Part-IV	BID DATA SHEET
Part-V	SPECIAL CONDITIONS OF CONTRACT
Part-VI	SCHEDULE OF REQUIREMENT
Part-VII	SAMPLE FORMS
Part-VIII	SPECIFICATIONS AND QUANTITIES



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Director Procurement

PART-II
INSTRUCTION TO BIDDERS

- | | | |
|-----|-----------------------------|--|
| i | Source of Funds | The Project entitled "Commencement of New Engineering Programs and Infrastructure Development at NED University of Engineering and Technology, Karachi" was approved by Central Development Working Party (CDWP). The eligible payment under the contract is to be made from this approved project. |
| ii | Eligible Bidders | <p>ii.a This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.</p> <p>ii.b Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>ii.c Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.</p> <p>ii.d Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.</p> |
| iii | Eligible Goods and Services | <p>iii.a The origin of all the goods & related services to be supplied under the Contract should be mentioned.</p> <p>iii.b Origin means the place where the goods are mint, grown or produce or the place from which the related services are supplied.</p> <p>iii.c The Origin of goods and services is distinct from the nationality of bidders.</p> |
| iv | Cost of Bidding | iv.a The Bidder shall bear all costs associated with the preparation |

vii.b All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

vii.c In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- | | | |
|---------------------------------|-----|---|
| 1. Scope | 1.1 | The NED University of Engg. & Tech., Karachi intends the "Procurement of Furniture Items for Department of Chemical Engineering" through National Competitive Bidding Single Stage one Envelope Procedure as per SPPRA Rules-2010 (Amended 2013). |
| 2. Language of Bid | 2.1 | The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the English language. |
| 3. Documents Comprising the Bid | 3.1 | The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none"> a) Price Schedule completed in accordance with ITB Clauses 4, 5 and 6. b) bid security furnished in accordance with ITB Clause-9. |
| 4. Bid Prices | 4.1 | The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. |
| | 4.2 | The prices shall be quoted on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location specified in the schedule of Requirements. No separate payment shall be made of the incidental services. |
| | 4.3 | Prices quoted by the by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. |
| | 4.4 | Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. |
| 5. Bid Form | 5.1 | The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating |

- 9.4 The bid security may be forfeited:
 - a) If a Bidder withdraws its bid during the period of bid validity or
 - b) in the case of a successful Bidder, if the bidder fails:
 - (i) to sign the contract in accordance or
 - (ii) to furnish performance security

- 10. Period of Validity of Bids
 - 10.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency. A bid valid for a shorter period shall be rejected by the Procuring agency as non responsive.
 - 10.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitable extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required not be required nor per mitted to modify its bid.

- 11. Format and Signing of Bid
 - 11.1 The Bidder shall prepare an original one copy of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" COPY OF BID" as appropriate. In the event of any discrepancy between them, the original shall govern.
 - 11.2 The original and the copy of the bid shall be shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
 - 11.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

- 12. Sealing and Marking of Bids
 - 12.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "ONE COPY". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE
at A.M"
 - 12.2 If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid's misplacement or premature opening.

- 13. Deadline for Submission of Bids
 - 13.1 Bids must be received by the Procuring agency at the address specified in Bid Data Sheet, not later than the time and date specified in Bid Data Sheet.

- 18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 18.3 Prior to the detailed evaluation, the Procuring agency will determine the substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 18.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

19. Evaluation and Comparison of Bids

- 19.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 19.2 The Procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees and installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.

20. Contacting the procuring agency

- 20.1 No Bidder shall contact the procuring agency on any matter relating to its bid, from the time of bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 20.2 Any effort by a Bidder to influence the Procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

24. Notification of Award
- 24.1 Prior to the expiration of the period of bid validity, the Procuring agency shall notify the successful Bidder in writing, that its bid has been accepted.
- 24.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 26, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security.
25. Signing of Contract
- 25.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 25.2 Within fourteen (14) days, or any other period specified in BDS, of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.
26. Performance Security
- 26.1 Within seven (07) days, or any other period specified in BDS, of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 25 or ITB Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.
27. Corrupt or Fraudulent Practices
- 27.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
- (a) "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below;
- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any

Part-III
General Conditions of Contract

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Procuring agency under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" mean the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring agency" means the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "SPP Rules 2010" means the Sindh Public Procurement Rules 2010 (Amended 2013).
- (j) "Day" means calendar day.

2. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such

6. Packing The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
7. Delivery and Documents Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping/ transportation and/or other documents to be furnished by the Supplier are specified in SCC.
8. Insurance No need of Insurance for Local Supplies, However Supplier is responsible to deliver the goods in perfect condition to the end user.
9. Transportation The Supplier is required under the Contract to transport the Goods to a specified place of destination and shall be arranged by the Supplier, and related costs shall be deemed to have been included in the Contract Price.
10. Incidental Services 10.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
11. Spare Parts 11.1 The Supplier should provide any or all of the notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:

14. Prices Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
15. Contract Amendments No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
16. Delays in the Supplier's Performance
- 16.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 16.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions obstructing timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 16.3 Except as provided under GCC Clause 19 a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17 unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.
17. Liquidated Damages Subject to GCC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 18.
18. Termination for Default
- 18.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause

termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

21.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and / or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

22. **Resolution of Disputes** Resolution of dispute shall be through Mechanism for Redressal of Grievances as provided in the rules or through Arbitration Act 1942.
23. **Governing Language** The Contract shall be written in English language all correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
24. **Applicable Law** The Contract shall be interpreted in accordance with the SPP Rules 2010 (amended 2013).
25. **Taxes and Duties** Supplier shall be entirely responsible for all taxes, duties (including stamp duty), license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.
26. **Overriding effect of Sindh Public Procurement Rules 2010 (Amended 2013)** In case of conflict or primacy of interpretation the provisions of SPP Rules 2010 (amended 2013) shall have an overriding effect notwithstanding anything to the contrary contained in these bidding documents

Part-V
Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1 (g) The Procuring Agency is: Office of the Procurement Cell, NED University of Engineering & Technology, Karachi.

2. Performance Security (GCC Clause 4)

GCC 4- The amount of performance security, as a percentage of the Contract Price, shall be: 2.50%.

3. Inspections and Tests (GCC Clause 5)

Inspection of NEDUET shall inspect the procured good and ensure that it meets the tender specifications before its acceptance

4. Delivery and Documents (GCC Clause 7)

GCC 10—Supplier shall supply and install the good within 60 Days after signing the contract and shall submit the following.

- (i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Packing List identifying the contents of Supply;
- (iii) Delivery note.
- (iv) Warranty and guarantee certificate;

5. Warranty (GCC Clause 12)

The equipment shall bear Standard warranty (with free parts & labor) from the date of installation / acceptance. Upon expiration of warranty, Purchaser at its option may enter into a Service Level Maintenance Agreement upon expiry of the warranty period in accordance with terms embodied in Appendix-A hereto

6. Payment (GCC Clause 13)

95% of the Contract Price shall be paid upon delivery, and satisfactory Installation, integration and testing of the products at the Project site (s), subject to the production of installation and Operational Acceptance Certificates duly signed by authorized Inspection Committee of NEDUET. Remaining 5% will be retained till completion of Warranty / maintenance period of six months from the date of Inspection certificate issued.

Part-VI
SCHEDULE OF REQUIREMENTS

The delivery schedule hereafter expressed the date of delivery required.

S. No	Item	Quantity	Time of Delivery from date of Award	Location of Supply
	Computer Table	20 Nos.	Delivery within 60 days	Department of Chemical Engineering.
	Computer Chair	20 Nos.	Delivery within 60 days	Department of Chemical Engineering.

Note: specifications of above items are attached

Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number _____ Page No _____

1	2	3	4	5		6	7
Item	Description	Qty	Quantity	Unit price		Total	Remarks
				Words	Figure		

Total Bid amount in words: _____

Total Bid amount in figure: _____

Signature of Bidder _____

Note:

- (i) In case of discrepancy between unit price and total, the unit price shall prevail.
- (ii) The unit and total prices Delivered at NLD University of Eng. & Tech., Karachi should include the price of incidental services. No separate payment shall be made for the incidental services.

Form-IV

Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between *NED University of Engineering & Technology, Karachi*, (hereinafter called "the Procuring agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., Procurement of _____ for Department of _____ Engineering, NEDUET, Karachi, has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring agency's Notification of Award.
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Manufacturer's Authorization Form

To:

NED University of Engineering & Technology,
Karachi.

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 sign the Contract with you against NIT 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 12 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.