NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Tele # 99261261- 68, (Ext. 2471) Fax # 99261255, E-mail: <u>ddff@neduet.edu.pk</u> "Say NO to Corruption"

No. PC/ M-IV/BIO-MED/ if 6

Dated: 25/11/ -2016

TENDER NOTICE

Sealed Bids on C&F cost 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:

Tender			Te	Tender			
Work	Sr. No	Number	From	e / Sale To	Submission	Opening	Fee
Import of Laboratory Equipment for Department of Bio- Medical Engineering		PC(M-IV) NED Equip/Bio-Med (1) 10-16	28-11-2016	19-12-2016	20-12-2016 10-30 A.M	20-12-2016 11-00 A.M	1.000 -
	!	PC(M-IV) NED Equip Bio-Med (II)	28-11-2016	19-12-2016	20-12-2016 11-00 A.M	20-12-2016 11-30 A.M	. 1,000 -

Bid Security & 2.5% of the total bid cost PO / Bank Guarantee in favor of Director Finance

Tender Documents can be purchased from ADP-II office & shall be opened as per above schedule in same office.

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





NED UNIVERSITY of Engineering & Technology

University Road, Karachi-75270. Tel: 9926 1261-68 Ext 2471 & 2291 Fax: 9926 1255 Email: ddff@neduet.edu.pk Web: www.neduet.edu.pk

TENDER NOTICE

Ref No: PC/M-IV/BIO-MED/1098

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

Detail of Work: Import of LABORATORY EQUIPMENT for DEPARTMENT of BIO-WEDICAL ENGINEERING

1) Tender No.
PC(M-IV)/NED. Equip/Bio-Med(1)/10/16

Tender Fee Rs. 1,000/-

Tender Schedule - Date and Time

Issue / Sale	Submission	Opening
from 28.11.2016 to 19.12.2016 8:30 am-4:00 pm 8:30 am-4:00 pm		20.12.2016 11:00 am
2. Tender No. PC(M-IV)/NED/Equip/Bio-I	Med(II)/11/16	Tender Fee Rs. 1,000/-

Tender Schedule - Date and Time

lssue/	Sale	Submission	Opening
from 28.11.2016 to 8:30 am-4:00 pm 8:			20.12.2016 11:30 am

Bid Security @ 2% of the Total Bid Cost PO/Bank Guarantee in favour of Director Finance

Tender Documents can be purchased from ADP-II Office against PO in favour of Director Finance and shall be opened as per above Schedule in the same Office

Complete Detail and Specifications of the aforesaid Tenders can be downloaded from the University website www.neduet.edu.pk 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

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			· •



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تبنڌر نوٹس

Ref No: PC/M-IV/BIO-MED/1098

مندرجہ ذیل کے C&F کی بنیاد پرحصول کے لئے انکم نیکس اور GST ڈیپارٹمنٹس سے رجٹر ڈمینو نیکچررزا بااختیار ڈیلرز اڈسٹری بیوٹرز اسپلائرز سے "سنگل انٹیج۔ایک لفافے" کی بنیاد پرسر بمہر پیشکشیں مطلوب ہیں۔

Detail of Work: Import of LABORATORY EQUIPMENT for DEPARTMENT of BIO-MEDICAL ENGINEERING

1) Tender No. PC(M-IV)/NED/Equip/Bio-Med(I)/10/16

Tender Fee Rs. 1,000/-

Tender Schedule - Date and Time

Issue	/ Sale	Submission	Opening
from 28.11.2016 8:30 am-4:00 pm	t o 19.12.2016 8:30 am-4:00 pm	20.12.2016 10:30 am	20.12.2016 11:00 am
PC(M-IV)/N	2. Tender No. NED/Equip/Bio-I	Med(II)/11/16	Tender Fee Rs. 1,000/-

Tender Schedule - Date and Time

Issue / Sale	Submission	Opening
from 28.11.2016 to 19.12.2016 8:30 am-4:00 pm 8:30 am-4:00 pm		20.12.2016 11:30 am

زربیعانہ: پیکش کی گئل قم سے % 2 سے مساوی رقم بصورت پے آرڈر ابینک گارنٹی بنام ڈائر یکٹر فنانس

ٹینڈر کی دستاویزات دفتر ADP-II سے PO بنام ڈائر یکٹر فنانس کی فراہمی پر خریدی جاسکتی ہیں اور ٹینڈرمندرجہ بالاشیڈول کےمطابق اسی دفتر میں کھولے جائیں گے۔

مندرجہ بالا ٹینڈرکی مکمل تفصیلات اور تصریحات یو نیورٹی کی ویب سائٹ Www.neduet.edu.pk یے ۔ یا کہ SPPRA کی ویب سائٹ SPPRA کے متعلقہ قوانین کی بنیاد پر کسی بھی یا تمام پیشکشوں کومستر دکرسکتی ہے پروکیورٹگ ایجنسی SPPRA کے متعلقہ قوانین کی بنیاد پر کسی بھی یا تمام پیشکشوں کومستر دکرسکتی ہے بولی دہندگان سے درخواست ہے کہ وہ اپنی بہترین قیمتیں دیں کیونکہ کسی قسم کی بات چیت کی گنجائش نہیں ہے دلی دہندگان سے درخواست ہے کہ وہ اپنی بہترین قیمتیں دیں کیونکہ کسی قسم کی بات چیت کی گنجائش نہیں ہے دلئر یکٹر پروکیورمنٹ

Jang

24-11-2016

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علیان من است. رسین نیج و این بره باش کی نوتیسی راین نوشان و طلب عشدتی معشی ورئي وفي فقائلية مومي معائليان به مومي عيديان في يكون درف في من مطوري دس ودي درومي مغور يكون دكان معائليان در في فيديك (14 فرد يردونات مسلم مي درد يكان ريد دي مثل رئي فعل پاهكرن في رسيد (11) ديكي ويين موفقي فو مسلم شور در را بي مدارد و مصل مستدي مشهر اين مادوي وقري يعدي هم او مست واين مي وارتباس آآي مارمد طي باري ميد فرميند و مستدين وقده و مستده

مجدومان و بخشیبزخی هنگامی ماند و است. هنگ موومراند و بگیولشن و ری و رود کی در و

مهم منظوری این ویی مدین اینید خی خید اینید این باید نادید کی تندیل دیت خی خالید این هر آهنگ هدی و دارزمید خی بایندی و جوه مهد رویل می مروغی و فلسینی فشار فلس ولی والی هانیناخی توراس کلین میداک این رامیاک فایندی فلافتات تشریب و فرمی ورش رازی چمگرمیون قومی سنمسی دی سیبدند. پارتانستان مصري در مي دريد. مي پکهارن و مسايي جي منطوري ذيي. آخي. خو. خو مدمنو (لم. 4) مساي کارفنوار پيدار خو. چياپسي بعائدتها وبمومي عهدو إكمارا طري ينبدن يكنو وأ بطائلہ کیسے ہوائد را طی پاکھیاں کر آمیا ہی۔ شرورت محسوس فللی پاکی عالمی می روشام

هند لک ۱۸ هزر ریبا کیو ویواهی بازات سیست هی میسری خوب دل یکها رفته میر (310) ریسی مان ورش همتو تک (18 هر ریبا خشیو و مر آمی 1973 ریبن مان وقتی 2 لک ریبا خشیو و بر آمی ممانتی و ریب حربیای یکها رهند لک ۱۱ هر 281 ریبن مان وقتی هدیک (18 هزر بیت فشیر ویواهی تا پر (2010 یا ۱۵ مزر بیت فشیر رئیلیای شمن آهی هر پیود موان یکها ریباری انتخاری (2016 یا کار نیبان با ان انتخابی سا انتخاری (40 کور از پین مو تریبان مستشی و از بر خان بانکار حدید میاند با مند منافی سا

كالبنا لدلاس عي فيصلن ممت بدابو د كا مختلف ملتكن ملأز تون معاهمنجي ياز بوتيق هششي آهي لهن معاهدن ۾ آفريڪيڪان سان دسره ت جي شعبي ۾ تعاون جو معامدو. أفريذامنز دفاعي شعمي ۾ ضعاون ڪالسراد معامدن مويدازو واڻ ۽ آن بخي سهرات بابت دُما پهلازوس سان اوهن کي ووڪڻ جي شعبي ۾ به جو معامدو ملائيشيا سان بدعترائي کي روڪڻ

شفسي بر تعارن جرمعاهدر و مالديب سالًا م جی شعبی میواند. دیگون با معاهداشال آهن مرید اورتکزید چیو اند پیپرز جی مریداری بایت قاعدن کی تبدیل بختن سان هنر آهنگ عکون چی لاد ترصید رخی سانسانی بر واركعطر وفائمي واير غوام صعد وفيق بم فراد محمد أصف وافلا عامد عبدالتخر بارج وناثي واري رفاض سيحاريتري تي ڀڏل آهي اها ڪ خطة منيستن ۾ پنهنجي ويوڙٽ پيش ڪندي هن جوڏ ۾ ودائي حضابينا معتلف بيمارين کي روڪڻ حي لاء - رو می - به - به - به این به این می دودست کی ده معمومی و روکسینزجی منگامی هات بر خریداری چی لا و نیشنل هیلت سرو سزایند ریکیرانیشنز داری ولأت كل فين لوسي فريعي خريفاري جل ابنارت ونر

مسیر میروریسی سی پیوم صعید هستانی رابطا کیپی پی فیلسل کی سیسی روارتن و لاگهیل کنن دکهن مرکلامی پن منظری دسی آهی من چیود کابینا جی ادلاس بر افغان پندگین بهت مغایلا بع غور بیت آنداریا و فیسلوکیورویو د پسمبر 2017ع تکین پناه کیان کی واپس وجالو SI

آهَي اوي طُرَح ابنتي تي مي جي نالَ ڪسرشل ايمرونسي دولن جي حريفاري لاءِ لکر ڪيٽي ک چڏينار بڻايووير آهي هن چيود ڪٽينا اخت ساد

جنرل راحيل شريف جوهور ياحكسنان براستهرى عاريع ۾ ياد ڪيو ويندن پشاور ۾ اڳولي سينيم حاجر عديل جي لاقطي تي وارقن سان تعزيت بعد ميديا سان كلهشندي خدرشيد شاه جير د يراعهي ووارث جو فلمدان وزيراعطو نوارسريف وت ألمي برأن كي بازليامينت بر ايين لا، ونين

رسي عضري حضارروشي شواح 42

والإعطار بالمعاون حامل يهي تن صوباتي وزيرتمار آحد رمين هوسا أحزال لاونزميسي ل ايتر الطييو آيتر جي مترونر الله هاد مطروت کي فاتون واري اج تي هڪ رولينگ ساسهين بريبش كشيء فرميسر مان برييس عد خديورچي و آن جي جاو س امره نشيل شجعن ڪيو ، تضدو، مسلاحڪتار مسرقاً ۔ يروداني سطح تي هوٽيدا با صارت ايسدو آهي ۾ هو بيل ڀنهي لندونن جا تي سگهن ، سورت جي فينسبلي کي رر نشري رهي آهي چوند لغا هي د هجا بتريستر قانون جو و ها ته آه ر هل د اهي ۽ چيروبو آهي اهرڪم ڪري سگهي ٿي نہ ہیں فائنون وقری کائٹی حس ، اَبُوْنَ هِي ڪَالُوُووشِ يُدورُنَّ بس مِن سائِست بِسل 2016 ز بابت بل 2016 كى يو هو طنهان کي ڏيشي د. سليڪٽ ڪميشي جي

ئى ئى يېش خەرئ جو لله ها، ڪورت ۾ ل حڪير تي نديگر ڪاجد لٺ ۾ وڪيل صفائي دني ت بازخود أراد تر كيوويو 10 جي حلاف ورزي آهي. دن فالبلون مثلري كروت حيشن تى ابتدا ديھريان كي بيس عنلت مركليا ، گهرو ورثوت به بعن ایسیج مي عنيلت موانف بِدُوْ كَأَنَّ لنتج تعيم ساحده بين زمنا عضري 7 يبسم

نڪا هڪ هفتي ۾ ريبورٽ

43

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و نائم ڪرڻ جو اعلان الدين عالى جنون لاب ي وزيرمزاد على شاهد . آمالگي جي مگڙي تي. رچاڙهي رڏ علي شاه ني بناد آبر اندارو **آدا**شتر تأمسل الدين عالي ن اهن معاشري جي لم تشردار آهي.

يارجن

45.

ر: كان هنط ولايحة تي وي موجب عمران برر مبدیا حی اکبان سیازی اگر پر بس

بالرازية بالعلم المن 1 . mars Alexander سیکھی اور ہو آئی در کہمی سیسی کیندہ خوجی کے خور ہی در در در در درسیدی خی در شاہ فیرشین معارد ککٹل فورس کی کھیا جائی کا اینٹری بیٹر کی بھو اجمی رفيو الخم الهارمال فتتشميل لبالديا بالأستنال خو ئونال بلاد (ومليج هي والاهتسان فتعا عن فريعانل كان فنا بتاهاري ركت

للحديدين والمرفض المراوي والمجاراتي عامل فأني يجيفلان وبرو معاملو تابحن والور مقعظ يارت ياران الرميس فأرق أهني يبرأ ورينزعنلسن

راء (معالى على كالها بولها خطّي) أو يسل مها امداديد به قطعتدان آخي آدي الحراق بالانتخا التي ياراني فترج حي والرياف في سحات والدوا يافتنسكن تتهامي اللأويعيلي ان ما انها الله المام ا عدوديو عصفران الثن تني يعارس فنوح الأنمي عي ترجعان نفيش فطفريا صوحت في خم لاكن بشيا ايند سارحه وعقشر محمد ف يارتي ديتي هاء فضنشرجي يني سند أبرأتهم أفتس منشب كحابي أخشجاح ومخاوة

ا مشلو اين هي ڳينو تد ڀاڙت اين ۾ سي شي ا متکنندي مصاهدي جي ڀاسدري ڪريءَ

عوادر اصفها پسوالد سرماح اسیار فداد. ایرانی فائریک کابا اگذاها استیار اهم

عبيران لأبائ المتعدور هبي سيعمي شمي داي

بالهائديدي وهاضي وأروا بجيبوط بأرسو أواريأ

ائر تن سال عالمي مرتبري كي بعاشي جذبهم

التي مانيني والديارات فتتبسوهي يبرا هؤواجا

المستناعل بادرت بلهيمي أتحرهن كأنأ بأسماط

يه رئيس يالي منهاي توريا خواجا لأمام بيده علمي

رازي چنش هي يا كالسينان هن وقيدا سائيس دري مسير دو منقاهرو هنري رهيد امي

عيا للمستوأوفهم وأقتفني تسايا خاري

NED UNIVERSITY of Engineering & Technology

University Road, Karachi-75270, Tel. 9926 1261-68 Ext 1471 8 2001 Fax: 9926 1255 Email: ddff@neduet.edu.pk - Webtywyw.neduet.edu.pk

المنظام تيندر نونيس

Ref Not PC/M-IV-BIO-MED/1098

هيت ڏنٽن جي لاءِ C&F جي سياد تئي فترهنديءَ جي لاءِ اسڪنر ائينڪس ۽ GST فهارهنتين سكن وخنيتوه مووليعتجروز أأبا حبيار أفيقول فيشويسيبوهود أسيباوهيماركان كُلُّ استَبِيعِ، هنتُ لُفَافِي "حي بنياد تي مهرت، -يون گهريل أهن.

Detail of Work: Import of LABORATORY EQUIPMENT for DEPARTMENT of BIO-MEDICAL ENGINEERING

I) Lender No. PC(M-IV) NED Equip'Bio Med(I) 10-16

Tender Schedule - Date and Time Submission Opening Issue / Sale from: 28.11.2016 to 19.12.2016 20.12.2016 8:30 am-4:00 pm 8:30 am-4:00 pm 10:30 am 20.12.2016 11:00 am

Tösser Fog 2. Tender No. PC(Nt-IV)/NED/Equip/Bio-Med(II)/11/16 Rs. 1,000/-Tendor Schedule - Date and Time 5

Issus / Sale Bubmission Chening from 28,11,2016 to 19,12,2016 20.12.2016 20.12.2016 8:30 am-4:00 pm | 8:30 am-4:00 pm 11:00 am 11:30 am

سولي دلاره أح دفيل دنما راندرجي - ٥ حي مساوي ولمر شخل بي أريز سينخ كارنش نهي داريجتنز فناسر

ئىندر ھا دىسار زات اقبىل ADP-II مان PO **ئالى دائرىت**ىن ئىائىس جى قرائعى غيه مُدري منتهَمُن لاء تبندر هيت ذلل شهرول جي مطابق تهي، البس بر كوليا ويندا

منى ذَالَ لَيُدُورُ لَا رَحْمُلُ تَفْصِيلُاتُ ﴾ تشريحات پوليبورسٽي جي ويب سال SPPRA www.neduct.edu.pk www.pprasindh.gov.pk تان دائرن لرد طري سكهمن ال

بروجيدو يك اجسي SPPRA جي لاكنيمال فالونن عن بنياد من كتنهن بديا سي ي مسترد مغرب کهي تي برلي ديندلان کي گلارش آهي د هو په نجيري به سيم دين چوند دين در در مي کاله بوله جي کنجائش تر آهي . د اگر منطق در در عالم

 Wakeel	umi ⁾	C. Animatical
12	18000	216000
3595.5	5	17977.5
3595.5	70	251685
55	25	1375
1	25000	25000
12	4000	48000
25	3000	75000
		635037.5
KB		
12	17500	210000
3595.5	25	89887.5
3595.5	149	535729.5
55	26	1430
1	670000	670000
12	5800	69600
25	4000	100000
		[1676647]
SR		
12	13000	156000
3595.5	40.5	145617.75
3595.5	125	449437.5
55	65	3575
1	185000	185000
12	6400	76800
25	2750	68750
		1085180.25

Saparature

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY KARACHI

ANNUAL PROCUREMENT PLAN (WORKS, GOODS AND SERVICES) FINANCIAL YEAR: 2016-17

PROJECT: COMMENECEMENT OF NEW ENGINEERING PROGRAMMES & INFRASTRUCTURE DEVELOPMENT

		•	س.			2										-			No.	Sr.
	Tables with Chairs)	Furniture (Computer	Procurement of	infrastructure	Buildings and related	Construction of	Laboratory	Earthquake Engg.	equipment for Fire &	Remaining		Laboratory	Equipment for Fire	Laboratory	Earthquake Engg.	Equipment for			Procurement	Description of
			140 set.			58,485 sft				39 Nos.			04 Nos.			09 Nos.		applicable)	(where	Quantity
			12,000			1							:			!	applicable)	(where	Unit cost	Estimated
-			1.680			159.363				39.787			69.600			43.100			total cost	Estimateu
			1.680	•		159.363				39.787			69.600		-	43.100			allocated	Funds
		(HEC)	PSDP.		(HEC)	PSDP			(HEC)	PSDP		(HEC)	PSDP		(HEC)	PSDP	ADP)	(ADP/Non	funds	Sources of
	Bidding	Competitive	National	Bidding	Competitive	National		Bidding	Competitive	National	Bidding	Competitive	National	Bidding	Competitive	National		method	Procurement	Proposed
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Prepared By:

Engr. Ráza ur Rehman, Focal Person

Engr. Ashfaq Ahmed Khan Project Coordinator (Mega-4)

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ARIO UMIVERSELY OF ENGINEERING & TECHNOLOGY ANNUAL PROCUREMENT PLAN FOR THE YEAR 2016-17 (Roykion-1)

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NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI.

Name of Development Scheme: Strengthening of NED University of Engineering & Technology, (M-III)

PROCUREMENT PLAN 2016 - 2017

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	6	55	4.	ω	,)		N _o .
	Procurement of Laboratory for Equipment for Deptt. of Mechanical Engg.	Procurement of Laboratory for Equipment for Deptt. of Petroleum Engg.	Procurement of Laboratory Equipment for Deptt. of Chemical Engg.	Procurement of Laboratory Equipment for Deptt. of Polymer & Petrochemical Engg.	Procurement of Laboratory Equipment for Deptt. of Materials Engg.	Procurement of Laboratory Equipment for Deptt. of Metallurgical Engg.	Name / Title of Procurement including items to be executed
	1	1	1	!		1	Estimated Cost including GST
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Laboratory Equipment / Mechnical Engineering	Laboratory Equipment / Petroleum Engineering	Laboratory Equipment / Chemical Engineering	Laboratory Equipment / Polymer & Petrochemical Engineering	Laboratory Equipment / Materials Engineering	Laboratory Equipment / Metallurgical Engineering	Head-of Account / Sub- Head of Account
	10.392	7.660	3.039	7.763	19.200	62.460	Approved Allocated Funds
	PSOP-	PSDP- HEC	PSDP- HEC	PSDP.	PSDP- HEC	PSDP.	Source of Funds
17.1.	Press Tender						Nature of Procurement
,	Single Stage One Envelope						Method of Procurement
1			2016	auly /			Antic Advertise- ment
	August	August	August	August	August	August	Anticipated Date of tise-Start Con
	Sept.	Sept.	Sept.	Sept	Sept.	Sept.	e of Completion
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c of	Start Completion	Sept.	Sept.	Sept.	Sept.
Anticipated Date of	Start	August	August	August	August
Antic	Advertise- ment		July / August / 2016		August/ 2016
	Method of Procurement		Single Stage	Enveiope -	
	Nature of Procurement		• • • • • • • • • • • • • • • • • • •		
Source	of	PSDP. HEC	PSDP- HEC	PSDP- HEC	PSDP- HEC
Anarovos	Allocated Funds	3.730	9.440	19.712	2.500
Head of	Account / Sub- Head of Account	Laboratory Equipment / Textile Engineering	Laboratory Equipment / Electrical Engineering	Laboratory Equipment / Product Development	Furniture
Estimated	Cost including GST				
Name / Title of	Procurement including items to be executed	Procurement of Laboratory Equipment for Deptt. of Textile Engg.	Procurement of Laboratory Equipment for Deptt. of	Procurement of Laboratory Equipment for Product Development Centre	Procurement of Furniture items for various Departments.
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PURCHASE SECTION NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI.

BE REGISTERED A.D./COURTER SERVICE

CONTRACT SCHEDULE

				1.00	
	Approximately and the second				
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•	• • •			As below	<i>I</i> .
2014	Describer of Store	Addtg Unit	Pride per A/U	Total Qty Regd.	Total Value

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NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI

Commencement of New Engineering Programs and Infrastructure Development (Mega-IV)



TENDER DOCUMENT

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IMPORT OF LABORATORY EQUIPMENT FOR DEPARTMENT OF BIO-MEDICAL ENGINEERING

TENDER NO.: PC(M-IV)/NED/Equip/Bio-Med(I)/10/16

PROCUREMENT CELL

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INDEX

S. No.	Title	Page No
1	Tender Notice	1
2	Articles of Agreement	2
3.	Instruction to Tenderers	4
4.	Condition of Contract	12
) 3	<u>ANNEXURES</u>	
(i)	Form of Tender "A"	24
(ii)	Tender Particulars "B"	26
(iii)	Form of Schedule of Tender for Stores Manufactured/ Available in Pakistan without involving Import "C1"	27
(iv)	Form of schedule to Tender for Stores imported from approved Country "C2"	28
(v)	Bid Bond "D"	. 30
(vi)	Contractors Performance Bond "E"	33
(vii)	Statement Describing Deviation from specifications "F"	35
(viii)	Specifications of Equipment and Bill of Quantities	36

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NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Tele # 99261261- 68, (Ext. 2471) Fax # 99261255, E-mail: <u>ddff@neduet.edu.pk</u> "Say NO to Corruption"

N	O.	PC/	/ M-	IV /	BIO.	-MED,	/ -

Dated:	-2016

TENDER NOTICE

Sealed Bids on C&F cost 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:

	Tender		Tender Schedule – Date and Time				1
			Issue / Sale				Tender
Work	Sr. No	Number	From	Тө	Submission	Opening	Fee
Import of Laboratory Equipment for Department of Bio- Medical Engineering	l	PC(M-IV)/NED /Equip/Bio-Med (1) /10/16	28-11-2016	19-12-2016	20-12-2016 10-30 A.M	20-12-2016 11-00 A.M	1.000/-
:	2	PC(M-IV)/NED/ Equip/Bio-Med (II) /11/16	28-11-2016	19-12-2016	20-12-2016 11-00 A.M	20-12-2016 11-30 A.M	1,000%

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

		•	

ARTICLES OF AGREEMENT

This	Agreement made this day of 2015, by and
	een the Vice Chancellor, NED University of Engineering and Technology, Karachi,
	ling has successors in office and Assignees/ Agents, acting through the Director
Proci	rement, hereinafter called the "University" of the one part.
And	
of	
	(Name and signature authorized person)
	, located at, hereinafter called the
"Con	tractor" which expression shall include their successors, local representatives of
	econd part.
	eas the University requires laboratory equipment at NED University, and whereas
	ontractor has agreed to supply, install, put into operation and demonstrate the
workii in the	ng of the said equipment valued at Rs (in figures and words) period of months, subject to the terms and conditions set forth,
hereir	nafter, which have been accepted by the Contractor.
(amoun	t in figures and words)
Marec	ikia. A muannant with according to fallows:
	this Agreement witnesses as follows: In this agreement words and expressions shall have the same meaning as are
••	respectively to them in the Conditions of Contract herein after referred to.
2.	The following documents which, for the purpose of identification, have been signed by on behalf of the Contractor ,
	any by
	(Name and signature authorized person) on behalf of the University, all of
	which
	(name and designation of the authorized person)
	shall be deemed to form and be read constructed as a part of this Agreement
	viz.:
	a) Articles of Agreement
	b) Instructions of Tenderers:
	c) Conditions of Contract:
	d) Contractor's Offer including the relevant correspondence prior to signing of
	this Agreement with all Annexures duly filled in:
	e) The specifications of equipment; and
	f) Bill of Quantity with prices.

covenants with the University to s	supply, deliver, install, put into operation and equipment in conformity in all respect of the
supply, delivery, installation, putting	es to pay Contractor in consideration of the ng into operation and demonstration of the stract price in the manner prescribed by the ersity.
In witness thereof the parties have hered day, month and year first above written.	unto set their respective hands and seals, the
WITNESSES:	
University	Contractor
Witness No. 1	Witness No. 1
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Witness No. 2	Witness No. 2
Signature:	Signature:
Name:	Name:
Designation:	Designation/

INSTRUCTIONS TO TENDERERS

The NED University of Engineering and Technology, Karachi intends to purchase Laboratory Equipment under the approved schemes. The purchase will be financed through the cash provided by the Government of Pakistan through Higher Education Commission Islamabad. This Tender is issued for the supply, installation, putting into operation and demonstration of the working of the Laboratory Equipment 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 address of the Director Procurement, NED University of Engineering and Technology, Karachi, without any indication that it enclosed a tender. The inner cover shall be marked with the little of the Tender, number of invitation to the Tender 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 authenticated by the authorized person by his fill 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 libble to rejection.
- f) Quotations through cable, telegraph, fax, or e-mail will not be considered.

g) The tenders shall not rely on any interpretation or correction given by the person except the written addenda and/ or corrigenda to documents issued by the Director Procurement, NED University of Engineering and Technology, Karachi.

3. Bid Bond and Contract Performance Bond

- a) The Tenderer shall enclose with his/her tender a Bid Bond on requisite stamp paper, as per Annexure "D" to this Tender Document, issued by a scheduled/commercial Bank doing business in Pakistan, for an amount equivalent to 2% of the total cost of the Lab Equipment offered as per the Tender submitted by him/her, or Rs. 50,000/ (Fifty Thousand), whichever is more. The Bid Bond shall be in favor of Director Finance, NED University of Engineering and Technology, Karachi including his successor in office and assignees acting through the Director Procurement, NED University of Engineering and Technology, Karachi. The bond so furnished shall remain valid for a period 28 days beyond the period of validity of the Tender or till it is revalidated/extended for a period mutually agrees upon by the tenderer and the Director Procurement, NED University of Engineering and Technology, Karachi.
- b) As soon as an award is made, the provisions in paragraphs c), d) and e) hereunder, shall operate.
- c) If the Tender is **rejected**, the Bid Bond 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 Documents, to the extent of 10% of the total value of the contract on the same conditions as the Bid Bond. The Performance Bond shall be retained by the Director Procurement, NED University of Engineering and Technology, Karachi 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 product of an established manufacturer shall conform internationally acceptable commercial standards, and shall be a model that has been successfully operated over 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 there 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 purposed 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 Karachi.
- d) The Hardware for operation of the Stores will be made available by the NED University of Engineering and Technology, Karachi.
- e) The electric supply for operation of the Stores will be 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 of 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.
- 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 tenders must finish with their bids catalogues giving full technical details of the Stores to enable the University 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 the address of their Principals along with a certific quote on their (Principals) behalf as under:		
	"This is to certify that M/s.		located at
		have obtain	ed quotations
	from us against tender inquiry No.	dated	from
Ţ	NED University of Engineering and Technology and have agreed to make available the Equip and conditions of the tender". The above condition does not apply to the manual conditions of the tender of the manual conditions of the tender.	ment on the quotatio	ns and terms
	The tenderers must also furnish along with the Proforma Invoice failing which their offers will be untry of Origin.	heir offers their Princ Frejection.	cipals original

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".

The tenderers must state in his Tender the Country of Origin of the Stores offered.

9. Prices.

a) CATEGORY-'A'

Stores Manufactured/Available in Pakistan without. **Involving Import.**

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

- All charge for packing marking, handing, insurance, inspection, guarantees, freight/transportation, agent's commission, and all duties, taxes, levies, octrois, etc; and.
 - ii. The cost of frigitaliation, putting into operation and demonstration of the working of the Equipment in the Laboratories of the NED University.

b) <u>CATEGORY- "B".</u> Stores imported from approved Countries.

The prices must be quoted for each item of Stores in **Annexure-"C-2"** 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 NED University with Messrs. National Insurance Company Limited (NICL). The University 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 NED University 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 NED University is exempted by the Government. However, if the customs duties are charged for any items of the Stores for which the Government the exemption, the NED University of Engineering and Technology, Karachi will make the payment

(v) The transportation charges for transporting the Stores from the port to the Laboratories of the NED University including the charges for loading the Stores at the port and unloading the same at the NED University of Engineering and Technology, Karachi.

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

- (c) In addition to what is stated in para a) & b) above, the prices given in Annexure- Cl & C2 shall also include the following for the Stores of both the Categories-A & B.
- Supply, detailing, manufacturer, factory testing, export preparation and all costs incidental to shipping/transport up to the stage of installation in the Laboratory of the NED University.
 - ii. Responsibility for any loss and /or damage at any stage from manufacturer to installation in the Laboratory of the NED University.
 - 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 90 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 the 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 annexures, and that he/she have thoroughly examined the specifications and particulars in the tender inquiry. Further 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 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 Director Procurement, NED University of Engineering and Technology, Karachi and shall be negotiable and subject to approval by the University.
 - 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 Campus as 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 University.

iii) Delay in the Delivery of the Stores.

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

13. Negotiations.

Under no circumstances will the negotiation 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 Tenderer cannot revise their prices after the public opening of the tenders.

14. Rights of the University

a) The University reserves the right to reject any or all bids without any reason whatsoever, or not waive minor irregularities or errors in any offer. It if appears to the University 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 NED University is neither bound to accept the lowest or any other offer not is it bound to assign reason for rejection of any offer.
- c) The NED University reserves the right to award the contract to one bidder or divide it among several bidders.
- d) The NED University reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever.
- e) The NED University 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 NED University that the tenders does not have the capability or financial resources for facilities to carryout the Contract in accordance with the terms and conditions of this Tender Document.

15. Evaluation of Bids

- a) In comparing bids the NED University will consider, besides the prices quoted, such other factors as compliance with specifications, relative quality of stores, past experience of the tenderer, after-sales services facilities available in Pakistan and the tenderer's capacity to perform.
- b) The evaluation criteria specifically mentioned in the specifications will also be considered for evaluation of the bids.
- c) 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 inn Clause- 9(a) including the charges/cost packing, making handling, insurance, inspection guarantees, clearance, fright/transportation upto the NED University 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 that is obtained by multiplying the unit price and quantity, the price shall prevail and the total price shall be corrected by the University.
 - 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 Article of Agreement and the total shown in the Schedule of Prices, the amount stated in the Article of Agreement shall be corrected by the University in accordance with the corrected schedule of Prices.
- (ii) If the tenderer does not accept the corrected amount of the 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 Spres 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 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 Laboratory of the NED University, Karachi, 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 University a detail program for supply and delivery of various items of the Stores for necessary approval by the University.

2. Definition of Terms

In writing these Conditions of Contract, Specification and Bill of Quantities, the following words shall have the meaning hereby indicated, unless is something in the subject matter or Contract Inconsistent with such constructions:

- i. **The University** shall mean the NED University of Engineering and Technology, Karachi.
- ii. The Vice Chancellor shall mean the Vice Chancellor of NED University of Engineering and Technology, Karachi, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Director Procurement, NED University of Engineering and Technology, Karachi.
- iii. The Contractor or Supplier shall mean the Tenderer (Bidder) whose Bid has been accepted by the University 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 terms **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:
 - i. Articles of Agreement;
 - ii. Instruction to Tenderers:
 - iii. Conditions of Contract:
 - iv. Contractor's Proposal/Offer including the relevant correspondences prior to signing of the agreement with all Annexures duly filled in;
 - v. The Specifications of the Stores; and
 - vi. 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 prevail.

4. Signing of the Contract Agreement

Within 30 days of the issue of the letter of intent, the successful bidder (bidders) will be required to **sign an agreement** with the University for the Supply of 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 Heading

- a) All the Stores whether imported or locally manufactured/available, shall be delivery to the University at NED 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 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 NED University of Engineering and Technology, Karachi. The packing of the equipment shall be 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:

ii. Name of Ship:

iii. Name of the Consignee:

Karachi

Director Procurement, NED University of Engineering and Technology, Karachi

i. Name of the Contractor:

ii. Case Number & Contractor:

iii. Net Weight & Dimensions:

iv. Gross Weight:

v. Number & Date of Contract:

vi. Marking:

CONTRACTOR'S NAME & ADDRESS

(length, Breadth & Height)

(KG.)

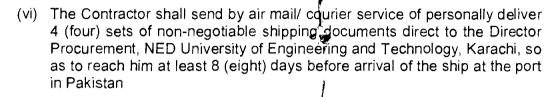
NED University of Engineering and Technology, Karachi in a 6 in. x 4 in. rectangle

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 university informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the NED University at Karachi.
- (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 NED University 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 University, in consultation with the Contractor, who will get the Stores cleared with the assistance of the University 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



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 Karachi any mode of transportation as deemed convenient and suitable by the Contractor at his/ her risk and cost.
- (ii) All costs of handing, loading, transportation, unloading and placing the Stores in position in the Laboratory of the Campus 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 NED University 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 from Messrs. National Insurance Company Limited (NICL) at his/ her risk and cost. The prices quoted in the offer of the Contractor shall include the cost of insurance.

9. On-arrival Inspection

There shall be inspection of the Stores by the representatives of this University after arrival in the laboratory of the NED University in presence of the Contractor of his authorized representatives and the representative of the Insurance Company. This **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 representative. The Contractor shall coordinate with the Director Procurement, NED University 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 NED University and after inspection, as stated in Clause 9 above, the NED University 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 state 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 NED University. For this purpose, the Contractor shall co-ordinate with the Project Coordinator Mega-IV, NED University, for making arrangements for the Hardware needed for the installation.
- ii) The cost of hardware for installation shall be borne by the NED University. 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 NED University 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** 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 NED University, as stated in Clause 12, above the NED University will pay to the Contractor total price of the items quoted by the Contractor.
- ii. The payment for those items of Stores for which the completion certificate has not been issued by the NED University, as stated in Clause 12 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.

b) 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/

i. An irrevocable letter of credit of one hundred percent (100%) of the C&F price, in the currency quoted by the Principals, will be opened in a bank in the country of origin in favor of Principals /Contractor within 30 days after signing the Contract.

ii. One hundred percent (100%) of the letter of credit amount will be paid against presentation of the shipping documents to the bank through the above letter of credit. The required shipping documents include.



- Contractor's detailed invoice showing description of the Stores, specifications, quantity, unit price and local price.
- Detailed packing list;
- · Certificate of origin of the Stores' and
- Certificate of pre-shipment/after-fabrication inspection or authorization to ship the Stores as per Clause-7.

Part-2: Payment in Pakistani Rupees

The Rupee component of the price of the Stores as stated in Clause 9 b) of "Instruction to Tenderers" will be paid to the Contractor in the following manner:

- i. For all those items of Stores for which the taking over certificate has been issued by the NED University, as stated in Clause 10 above, the NED University will pay to the Contractor seventy percent (70%) of the total price of the items quoted by the Contractor, the remaining thirty percent (30%) will be paid after presentation of the completion certificate, 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 NED University, as stated in Clause 10 above, will be withheld 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 make in the same manner as states in cause 13 a) i above.

14. Warranty/Guaranty

- a. The Contractor shall warranty that the stores shall be fit for the purposes and operation mentioned in the relevant clause of the "Instructions to the Tenderers" and Condition 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 quantity Stores in accordance with the Specifications and as states in Clauses 4 and 5 of the "Instruction 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 NED University within reasonable time.

15. Breach of Contract

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

16. Contractor's Default Liability

- a. The University may upon written notice of default to the Contractor terminate the Contract in the circumstance detailed hereunder.
 - i. If in the judgment of the University, 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 University, and
 - ii. If, in the judgment of the University, the Contractor fails to comply with any of the other provision of the Contract.
- b) In the event the University terminates the Contract, in whole or in part, as provided in Clause 16 a) above, the University reserves the right to Purchase, on such terms and conditions as it may deem appropriate, Stores similar to the one terminated, the Contractor will be liable to the University 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.
- c) If the Contractor is terminated, as provided in Clause 16 a) above, the University in additional to any other rights provided in this Clause, may require the Contractor to transfer title and deliver to the University under any of the following cases in the manner and as directed by the University:
 - i. Any completed Stores; and
 - ii. Such **partially completed Stores**, drawings, information and contract right (hereinafter called manufacturing materials) as the Contractor has specifically produced or acquired for the performance of such parts of the Contract as has been terminated.
- d) The NED University will pay to Contractor the Contract Price for the completed Stores delivered/to and accepted by the NED University and also for the manufacturing materials delivered and accepted.
- e) In the event the University does not terminate the Contract, as provided in Clause 16 a) above the Contract, shall continue with the performance of his/her Contract, in which case the Contractor shall be liable to the NED University for Liquidates damages for delay as set out in Clause 22 unit the Stores are accepted.

17. Bankruptey

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 purpose of amalgamation or reconstruction, or carry on business under a receiver for the benefit of its creditors or any of them, **the University 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 becomes vested, and to act in the manner provided in Clause 16 above as through the last mentioned notice has been the notice referred in such Clause and the Stores have been out of the Contractor's hand; and /or
- **b.** Give such liquidator, receiver or 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 University.

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 NED University 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 resume 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 reimbursable expenses due and unpaid.
 - ii) The Contractor shall also be paid reasonable 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 operation with due consideration to the interests of the NED University with respect to completion, safeguarding or storing of the Stores product for the performance of the Contract and the savage and resale thereof.



19. Force Majeure.

The Contractor shall not be liable for any additional cost or for liquidated damages for delay or an failure to perform the Contract rising out a 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 od subcontractors due to any such cause (unless the Campus shall determine that the Stores to be furnished by the Contractor might reasonable 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 NED University in writing of the cause of the delay. The NED University shall ascertain the fact and the extent of the delay and extend the time for completion 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 University 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 University 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 accessioned to the University 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 the Conditions of Contract.
- b) Nothing in this Clause shall affect any claim by the University under Clause 22 hereafter.

21. Extension of/Time

If the complétion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the University, in writing, of his claim for an extension of time. The University 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 condition of the Contract.



22. Delay in Delivery-Liquidated Damages

- a) Should the **progress** of the Contract at any time **lagging behind** the program agreed between the University and the Contractor, the University 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 University 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 terms 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 NED University 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 NED University, the notice shall indicate in what respect the Stores are faulty.
- c) The provisions of this Clause include all expenses that Contractor may have to incur for delivery and installation of such replacement parts, materials, and equipment as are needed for satisfactory operation of the Stores at the NED University premises.

24. Non-assignment

The Contractor shall **not have the right to assign or transfer** without the prior approval of the University 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 University or the Contractor

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

27. Payments Due from the Contractor

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

28. Legal Proceedings

The Contract and the Tender Documents are Government by the **Laws of Pakistan** and proceedings to or arising out of any of them shall be instituted in any courts other than those suitable at Karachi.

29. Dispute

Should any question or dispute arise as to the materials, 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 NED University shall nominated and 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 NED University 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 order 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) between the University 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 parts nomination its own arbitrator. The umpire will be nominated by the arbitrators within the first three arbitral hearing. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Karachi.

FORM OF TENDER (Letter of Offer)

render Reference No.:	dated
Name of Contract:	
The Director Procurement, NED University of Engineering and Technology, Karachi Dear Sir,	

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 Address thereto for the total Tender price of Rs. -------(in figures and words) or such other sum as may be ascertained in accordance with the and Documents.

- 2. We understand that all the schedules attached hereto form parts this Tender.
- 3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Bid Bond referred in Clause 3 of the Instructions Tenderers and as per Annexure "D", in the amount of Rs. (in words and figures) drawn in favour of or payable to NED University of Engineering and Technology, Karachi, 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 Contract 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 together with your acceptance thereof, shall constitute a binding contract between us.
- 7. We undertaking, 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 accept the lowest or any Tender you may receive.
- We do hereby declare that this Tender is made without any collusion, comparison of figures or arrangement with any other person 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 severely 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 vice Chancellor, NED University of Engineering and Technology, Karachi, (Please selete this clause in case of tender from a single firm).

Dated this	_ day of	2015
Signature	in the capacity of	duly authorized
to sign Tender for and on behalf of	(Name of Tenderer i	n Rlock Capitals)
Address:	•	
Witness:		
Name :		
Address		
Occupation:		

Annexure "D"

BID BOND (Bank Guarantee)

	Guarantee No	
	Executed on	
	Expiry date	
Letter by the Guarantor (Bank) to the Employer (Un Name of Guarantor (Bank) with address:	iversity)	
	<u> </u>	
Name of Principal (Tenderer) with address:		
Penal sum of Security (Bond), (in figures and words): _		
Tender Reference No.	date of tender	

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Tender and at the request of the said principal (Tenderer), we the Guarantor above-named are held and firmly bound unto the Vice Chancellor, NED University of Engineering and Technology, Karachi, acting through the Director Procurement, NED University of Engineering and Technology, Karachi, (hereinafter called the "Employer" (University") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severely, filmy by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal (Tenderer) has submitted the accompanying Tender numbered and dated as above for supply, installation, putting into operation and demonstration of equipment in the laboratories NED University of Engineering and Technology, Karachi, to the said Employer (University): and

Whereas, the Employer (University) has required as a condition for considering the said Tender that the principal (Tenderer) furnish a Bid Bond in the above said sum to the Employer (University), conditioned as under;

1) That the Bid Bond shall remain valid for a period of 28 days beyond the period of validity of the Tender;

2) That in the event of:

- a) The Principal (Tenderer) withdraws his Tender during the period of validity of the Tender:
- b) The Principal (Tenderer) does not accept the correction of his Tender price, pursuance to Clause 16 of "Instruction to Tenderers"; or
- c) Failure of the successful Tenderer to:
 - i) Furnish the required Contract Performance Bond, accordance with , Clause 3 of "Instruction to Tenderers"; or
 - ii) Sign the proposed Contract Agreement, in accordance with Clause 4 of the "Conditions of Contract":

then the entire sum be paid immediately to the said Employer (University) as liquidated damages and not as penalty for the successful Tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified therefore, on the prescribed form presented to him for signature entire into a format Contract with the said Employer (University) in accordance with his Tender as accepted and furnish within twenty eight (28) days of his being required, to so, a Contract Performance Bond with good and sufficient surety, as may be required, upon the form prescribed by the said Employer (University) for the faithful performance and fulfillment of the said Contract or in the event of rejection of the said Tender by the Employer (University) within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT, the Guarantor shall forthwith pay to the Employer (University) the said sum stated above upon first written demand of the Employer (University) without cavil or argument and without requiring the Employer (University) to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer (University) by registered post duly addressed to Guarantor at its address given above.

PROVIDED ALSO THAT, the Employer (University) shall be the sole and final judge for deciding whether the Principal (Tenderer) has duly performed his/her obligations to sign the Contract Agreement and to furnish the required Contract Performance Bond within the time/stated, above or has defaulted in fulfilling/the said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer (University) forthwith and without reference to the Principal (Tenderer) or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the Instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to the authority of its governing body.

	Witne	966,	Guaranto		
*	1.			(Signature)	
J		Name, Title, Address and Seal)]	(Name)	
	2.	(Signature)		(Title)	
		Name, Title, Address and Seal)		(Corporate Guarantor Seal)	

Annexure "E"

CONTRACT PERFORMANCE BOND

(Bank Guarantee)

	Guarantee No Executed on Expiry date	
Letter by the Guarantor (Bank) to the Employ	ver (University)	
Name of Guarantor (Bank) with address		
**		
Name of Principal (Tenderer) with address:		}
Penal sum of Security (Bond), (in figures and wo	ords):	
Letter of Acceptance No	Date	

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal (Contractor) we, the Guarantor above named, are held and firmly bound unto the Vice Chancellor, NED University of Engineering and Technology, Karachi, acting through the Director Procurement, NED University {hereinafter called the Employer (University) in the penal sum of amount stated above for the payment of which sum well and truly to be made to the said Employer (University), we bind ourselves, our heirs, executors, administrators and successors, jointly and severely, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal (Contractor) has accepted the Employer's (University's) above said Letter of Acceptance for the supply, installation, putting into operation and demonstration of Equipment of laboratories of NED University Engineering and Technology, Karachi.

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertaking, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer (University), with or without notice to the Guarantor, which notice is hereby waived and shall also well and truly perform and fulfill and the undertaking, covenants, terms and conditions of the Contract and of any and all modification of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till the expiry of the guaranty period as per Clause 23 of the Conditions of Contract.

(Corporate Guarantor (Seal)

Our total liability under this Guarantee is limited to the of any liability attaching to us under this Guarantee the received by us within the validity period of this discharged of our liability, if any under this Guarantee	at the claim for payment in writing shall Guarantee, failing which we shall be
We, (the Guarantor), waiving Contract, do hereby irrevocably and independent (University) without delay upon the Employer's (University) without demand any sum or sums up to Employer's (University's) written declaration that the failed to perform the obligations under the Contract Guarantor to the Employer's (University's) designated	versity) to prove or to show grounds or the amount stated above, against the Principal (Contractor) has refused of which payment will be effected by the
PROVIDED ALSO THAT the Employer (University) deciding whether the Principal (Contractor) has dul Contract or has defaulted in fulfilling the said oblig without objection any sum or sums up to the amount from the Employer (University) forthwith and wit (Contractor) or any other person.	y performed his obligations under the gations, and the Guarantor shall pay stated above upon first written demand
IN WITNESS WHEREOF, the above bounder Guaunder its seal on the date indicated above, the name being, hereto affixed and these presents duly sign pursuant to authority of its governing body.	e and corporate seal of the Guarantor
Witness:	Guarantor (Bank)
1. (Signature)	(Signature)
Name, Title and Address (Seal)	(Name)
2.	
(Signature)	(Title)

Name, Title and Address (Seal)

ANNEXURE "F"

Statement Describing Deviation from Specification

S. No.	Code No.	Description of Stores	Statement of Variation from Specifications	Reasons for Variations
1	2	3(4	5
		Į.		, I
		**		

(Signature of the authorized person)	
(Name of the authorized person)	(SEAL)
On behalf of	
(Name	e and address of the Tenderer)

NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY DEPARTMENT OF BIOMEDICAL ENGINEERING SPECIFICATIONS AND QUANTITIES OF EQUIPMENT

BIOMECHANICS LABORATORY

Item Code	Item	Description/Specification	Qty.	Unit Price	Total Amount
BMD / BML - 01	Knee simulator	Knee simulator AMTI VIVO six degree of freedom joint simulator	01		
BMD / BML – 02	Force measurement load cell	Force measurement load cell Optoforce 2x Semispherical 40N Optoforce 2x Semispherical 100N Optoforce 1x Small-size flat-top 100N	05		
BMD / BML – 04	PASSPORT	PASSPORT Goniometer Biometrics DataLITE wireless goniometers One each for wrist, elbow, knee, hip and ankle joints	05		
BMD/ BML-07	MatScan Pressure Mat	MatScan Pressure Mat Wireless and Low-profile pressure mat Scanning speed 100 or 440 Hz Provides objective and quantifiable pressure data Sensing area is 17.16 x 14.52" (435.9 x 368.8 mm) Data acquisition for walking and running	02		
BMD / BML -08	FastcamsA6	FastcamsA6 Qualysis or Vicon based Motion capture system including a split-belt, variable speed, incline and decline treadmill, for a full human motion analysis. The system would also include data acquisition such as ground reaction force, EMG, video, and COSMED K5 energy expenditure data.	01		
BMD / BML - 15	PASSCO structure systems	PASSCO structure systems (Advance Set) (ME-6992B)with load cells and amplifiers (1 complete set with load cell amplifiers) Phidgets Micro load cell (0-50kg)-CZL635 Micro load cell (0-5kg)-CZL635 PhidgetBridge 4-input Mini joystick sensor Voltage divider Interlink electronics 1.5" square 20 N FSR Interlink electronics 0.5" Circular 20 N FSR Sensor cable 60 cm PhidgetText LCD 20X2 Phidget interface kit 8/8/8 w/6 port hub Structural Material TSL4004_0-PG40 Profile 40x40 4 pcs 1.92 m TSL4000_0-PG20 Profile 20x20 8 pcs 1.92 m	01		

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NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY KARACHI DEPARTMENT OF BIO ENGINEERING

SPECIFICATIONS AND QUANTITIES OF EQUIPMENT

ROBOTICS AND CONTROL LABORATORY

Item code	Item	Description/Specification	Qty.	Unit price	Total Amoun
BMD / RCL - 01	BIOLOID GP	BIOLOID GP OptiTrack V120 Trio With 850nm IR Band-Pass & Filter Switcher: 850nm IR Band-Pass / 700nm Visible	01		
BMD / RCL - 02	LEGO Mindstorms Accessories	LEGO Mindstorms Accessories DYNAMIXEL MX-28T DYNAMIXEL MX-64T DYNAMIXEL MX-106T Robot Cable-3P 200mm 10pcs HN05-N102 Set HN07-N101 Set USB2Dynamixel 3P Extension PCB	05		
BMD / RCL - 03	Pioneer Robot Arms (Cyton 2 Premium P- Series Robot Arm)	Pioneer Robot Arms (Cyton 2 Premium P-Series Robot Arm) X-Ar Exoskeleton Arm Support (Right) X-Ar Exoskeleton Arm Support (Left)	01		
BMD / RCL - 06	LEGO Mindstorms NXT 2.0	LEGO Mindstorms NXT 2.0 02 SaeboReach 03 SaeboFlex	05		
BMD / RCL - 07	NAO H25 Humanoid Robot	NAO H25 Humanoid Robot iArm Robotic Manipulator	01		

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NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY DEPARTMENT OF BIOMEDICAL ENGINEERING SPECIFICATIONS AND QUANTITIES OF EQUIPMENT

BIOTECHNOLOGY LABORATORY

Item Code	ltem	Description/Specification	Qty	Unit Price	Total Amount
BMD/BTL - 13	CCD Gel Docume ntation System	CCD Gel Documentation System With Ethidum bromide (UV), chemiluminescence, fluorescence, and visible light detectors for nucleic acid and protein blots, dot blots and microplates Compatible with Windows operating system with complete software Option of image manipulation for presentation purposes	01		
BMD/BTL	Dig	Dig image Gel Documentation System	- 01		
- 14	image	2 ig image set 2 seamentation system		ļ	
	Gel	PCR machine (Bio Rad) for nucleic acid amplification)		i	
	Docume	along with Electrophoresis for nucleic acid and protein		Ì	
	ntation	fractionation [Bio Rad]			
	System	Both horizontal and vertical units are required along with)	
		all accessories for gel casting (tray, combs etc). Tray size		į	
		is 25 x 10 cm with buffer recirculation			
		Should also include power supply equipment			

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NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI

Commencement of New Engiseering Programs and Infrastructure Development (Mega-IV)



111

TENDER DOCUMENT

IMPORT OF LABORATORY EQUIPMENT FOR DEPARTMENT OF BIO-MEDICAL ENGINEERING

TENDER NO.: PC(M-IV)/NED/Equip/Bio-Med(II)/11/16

PROCUREMENT CELL

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NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Tele # 99261261- 68, (Ext. 2471) Fax # 99261255, E-mail: <u>ddff@neduet.edu.pk</u>
"Say NO to Corruption"

No. PC/ M-IV/BIO-MED/

Dated:

-2016.

TENDER NOTICE

Sealed Bids on C&F cost 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:

	Tender		To	ender Schedu	le – Date and	Time	i
Work	Sr. No	Number	Issu From	e / Sale To	Submission	Opening	Tender Fee
Import of Laboratory Equipment for Department of Bio- Medical Engineering	1	PC(M-IV):NED Equip/Bio-Med (I) /10/16	28-11-2016	19-12-2016	20-12-2016 10-30 A.M	20-12-2016 11-00 A.M	1,000 -
	2	PC(M-IV):NED: Equip/Bio-Med (II) /11/16	28-11-2016	19-12-2016	20-12-2016 11-00 A.M	20-12-2016 11-30 A.M	f.000 -

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

		-	-	

ARTICLES OF AGREEMENT

between included	een the Vice Chancellor, NED University of Engineering and Technology, Karachi, ling has successors in office and Assignees/ Agents, acting through the Director arement, hereinafter called the "University" of the one part.
	, · · · · · · · · · · · · · · · · · · ·
And of	
	(Name and signature authorized person) , located at
	, located at , hereinafter called the tractor" which expression shall include their successors, local representatives of econd part.
the Co working in the	eas the University requires laboratory equipment at NED University, and whereas ontractor has agreed to supply, install, put into operation and demonstrate the ng of the said equipment valued at Rs
(amount	in figures and words)
1.	his Agreement witnesses as follows: In this agreement words and expressions shall have the same meaning as are respectively to them in the Conditions of Contract herein after referred to. The following documents which, for the purpose of identification, have been signed by on behalf of the Contractor, any by (Name and signature authorized person) on behalf of the University, all of
	which (name and designation of the authorized person) shall be deemed to form and be read constructed as a part of this Agreement viz.:
	a) Articles of Agreement
	b) Instructions of Tenderers:
	c) Conditions of Contract:
	d) Contractor's Offer including the relevant correspondence prior to signing of
	this Agreement with all Annexures duly filled in:
	e) The specifications of equipment; and
,	fig. Bill of Quantity with prices

 In consideration of the payment to the covenants with the University to supply, demonstrator the working of the equipment Contract & the order form No. 	deliver, install, put into operation and ent in conformity in all respect of the
4. The University hereby covenants to p supply, delivery, installation, putting into working of the equipment the contract proceed by the University.	operation and demonstration of the
In witness thereof the parties have hereunto seeday, month and year first above written.	t their respective hands and seals, the
WITNESSES:	
University	Contractor
Witness No. 1	Witness No. 1
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Witness No. 2	Witness No. 2
Signature:	Signature:
Name:	Name:
Designation:	Designation;

INSTRUCTIONS TO TENDERERS

The NED University of Engineering and Technology, Karachi intends to purchase Laboratory Equipment under the approved schemes. The purchase will be financed through the cash provided by the Government of Pakistan through Higher Education Commission Islamabad. This Tender is issued for the supply, installation, putting into operation and demonstration of the working of the Laboratory Equipment 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 address of the Director Procurement, NED University of Engineering and Technology, Karachi, without any indication that it enclosed a tender. The inner cover shall be marked with the little of the Tender, number of invitation to the Tender 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 authenticated by the authorized person by his fill 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, fax, or e-mail will not be considered.

g) The tenders shall not rely on any interpretation or correction given by the person except the written addenda and/ or corrigenda to documents issued by the Director Procurement, NED University of Engineering and Technology, Karachi.

3. Bid Bond and Contract Performance Bond

- a) The Tenderer shall enclose with his/her tender a **Bid Bond** on requisite stamp paper, as per **Annexure "D"** to this Tender Document, issued by a scheduled/commercial Bank doing business in Pakistan, for an amount equivalent to **2% of the total cost** of the Lab Equipment offered as per the Tender submitted by him/her, or Rs. 50,000/ (Fifty Thousand), whichever is more. The Bid Bond shall be in favor of Director Finance, NED University of Engineering and Technology, Karachi including his successor in office and assignees acting through the Director Procurement, NED University of Engineering and Technology, Karachi. The bond so furnished shall remain valid for a period **28 days beyond the period of validity of the Tender** or till it is revalidated/extended for a period mutually agrees upon by the tenderer and the Director Procurement, NED University of Engineering and Technology, Karachi.
- b) As soon as an award is made, the provisions in paragraphs c), d) and e) hereunder, shall operate.
- c) If the Tender is **rejected**, the Bid Bond 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 Documents, to the extent of 10% of the total value of the contract on the same conditions as the Bid Bond. The Performance Bond shall be retained by the Director Procurement, NED University of Engineering and Technology, Karachi 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 product of an established manufacturer shall conform internationally acceptable commercial standards, and shall be a model that has been successfully operated over 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 there 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 purposed 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 Karachi.
- d) The Hardware for operation of the Stores will be made available by the NED University of Engineering and Technology, Karachi.
- e) The electric supply for operation of the Stores will be 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 of easible, 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.
- 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 tenders must finish with their bids catalogues giving full technical details of the Stores to enable the University 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 ment address of their Principals along with quote on their (Principals) behalf as ur	a certificate authorized them (te	
	"This is to certify that M/s.		located at
		have obtained	quotations
	from us against tender inquiry No.	dated	from
	NED University of Engineering and Te	chnology, Karachi due for operati	on on
	and have agreed to make available to	the Equipment on the quotations	and terms
	and conditions of the tender".		
	The above condition does not apply to	the manufacturers bidding directly	y.

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

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 Pakistan Rupees as shown in **Annexure-**"C-1" and shall include:

- i. All charge for packing marking, handing, insurance, inspection, guarantees, freight/transportation, agent's commission, and all duties, taxes, levies, octrois, etc; and.
- ii. The cost of frigitaliation, putting into operation and demonstration of the working of the Equipment in the Laboratories of the NED University.

b) CATEGORY- "B". Stores imported from approved Countries.

The prices must be quoted for each item of Stores in **Annexure-"C-2"** 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 NED University with Messrs. National Insurance Company Limited (NICL). The University 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 NED University in Pakistani Rupees.
- 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 NED University is exempted by the Government. However, if the customs duties are charged for any items of the Stores for which the Government the exemption, the NED University of Engineering and Technology, Karachi will make the payment

(v) The transportation charges for transporting the Stores from the port to the Laboratories of the NED University including the charges for loading the Stores at the port and unloading the same at the NED University of Engineering and Technology, Karachi.

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

- (c) In addition to what is stated in para a) & b) above, the prices given in Annexure- Ct & C2 shall also include the following for the Stores of both the Categories-A & B.
- Supply, detailing, manufacturer, factory testing, export preparation and all costs incidental to shipping/transport up to the stage of installation in the Laboratory of the NED University.
 - ii. Responsibility for any loss and /or damage at any stage from manufacturer to installation in the Laboratory of the NED University.
- 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 90 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 the 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 annexures, and that he/she have thoroughly examined the specifications and particulars in the tender inquiry. Further 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 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 Director Procurement, NED University of Engineering and Technology, Karachi and shall be negotiable and subject to approval by the University.
 - b) The tenderer must indicate in his/her offer the port from where the Stores will be shipped.

ii) <u>Delivery Period</u>

- a) The entire Stores must be delivered, installed and put into operation in the Laboratory of the Campus as 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 University.

iii) Delay in the Delivery of the Stores.

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

13. Negotiations.

Under no circumstances will the negotiation 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 Tenderer cannot revise their prices after the public opening of the tenders.

14. Rights of the University

a) The University reserves the right to reject any or all bids without any reason whatsoever, or not waive minor irregularities or errors in any offer. It if appears to the University 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 NED University is neither bound to accept the lowest or any other offer not is it bound to assign reason for rejection of any offer.
- c) The NED University reserves the right to award the contract to one bidder or divide it among several bidders.
- d) The NED University reserves the right to increase or decrease the quantity of the Stores at its discretion without assigning any reason whatsoever.
- e) The NED University 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 NED University that the tenders does not have the capability or financial resources or facilities to carryout the Contract in accordance with the terms and conditions of this Tender Document.

15. Evaluation of Bids

- a) In comparing bids the NED University will consider, besides the prices quoted, such other factors as compliance with specifications, relative quality of stores, past experience of the tenderer, after-sales services facilities available in Pakistan and the tenderer's capacity to perform.
- b) The evaluation criteria specifically mentioned in the specifications will also be considered for evaluation of the bids.
- c) 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 inn Clause- 9(a) including the charges/cost packing, making handling, insurance, inspection guarantees, clearance, fright/transportation upto the NED University Laboratory duties, taxes, levies, octrois, etc.

16. Errors in the Bids.

- (i) Any anthmetic errors found during evaluation of bids will be rectified on the following basis:
 - a) If there is a discrepancy between the unit price that is obtained by multiplying the unit price and quantity, the price shall prevail and the total price shall be corrected by the University.
 - 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 Article of Agreement and the total shown in the Schedule of Prices, the amount stated in the Article of Agreement shall be corrected by the University in accordance with the corrected schedule of Prices.
- (ii) If the tenderer does not accept the corrected amount of the 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 Spres 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 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 Laboratory of the NED University, Karachi, 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 University a detail program for supply and delivery of various items of the Stores for necessary approval by the University.

2. Definition of Terms

In writing these Conditions of Contract, Specification and Bill of Quantities, the following words shall have the meaning hereby indicated, unless is something in the subject matter or Contract Inconsistent with such constructions:

- i. The University shall mean the NED University of Engineering and Technology, Karachi.
- ii. The Vice Chancellor shall mean the Vice Chancellor of NED University of Engineering and Technology, Karachi, including his successor in office and assignees, empowered to act in all matters pertaining to the University either directly or through the Director Procurement, NED University of Engineering and Technology, Karachi.
- iii. The Contractor or Supplier shall mean the Tenderer (Bidder) whose Bid has been accepted by the University 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 exeration 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 terms **Contract Document** shall mean the following documents which shall be deemed to form an integral part of the Contract:
 - i. Articles of Agreement;
 - ii. Instruction to Tenderers;
 - iii. Conditions of Contract;
 - iv. Contractor's Proposal/Offer including the relevant correspondences prior to signing of the agreement with all Annexures duly filled in;
 - v. The Specifications of the Stores; and
 - vi. 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 prevail.

4. Signing of the Contract Agreement

Within 30 days of the issue of the letter of intent, the successful bidder (bidders) will be required to **sign an agreement** with the University for the Supply of 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 Heading

- a) All the Stores whether imported or locally manufactured/available, shall be delivery to the University at NED 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 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 NED University of Engineering and Technology, Karachi. The packing of the equipment shall be 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:

ii. Name of Ship:

iii. Name of the Consignee:

Karachi

Director Procurement, NED University of Engineering and Technology, Karachi

i. Name of the Contractor:

ii. Case Number & Contractor:

iii. Net Weight & Dimensions:

iv. Gross Weight:

v. Number & Date of Contract:

vi. Marking:

CONTRACTOR'S NAME & ADDRESS

(length, Breadth & Height) (KG.)

NED University of Engineering and Technology, Karachi in a 6 in. x 4 in. rectangle

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 university informed of the shipping arrangements, schedule of shipping, arrival at the port, clearance from the port, and transportation from the port to the NED University at Karachi.
- (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 NED University 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 University, in consultation with the Contractor, who will get the Stores cleared with the assistance of the University 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 of personally deliver 4 (four) sets of non-negotiable shipping documents direct to the Director Procurement, NED University of Engineering and Technology, Karachi, 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 Karachi any mode of transportation as deemed convenient and suitable by the Contractor at his/ her risk and cost.
- (ii) All costs of handing, loading, transportation, unloading and placing the Stores in position in the Laboratory of the Campus 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 NED University 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 from Messrs. National Insurance Company Limited (NICL) at his/ her risk and cost. The prices quoted in the offer of the Contractor shall include the cost of insurance.

9. On-arrival Inspection

There shall be inspection of the Stores by the representatives of this University after arrival in the laboratory of the NED University in presence of the Contractor of his authorized representatives and the representative of the Insurance Company. This **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 representative. The Contractor shall coordinate with the Director Procurement, NED University and the insurance company for arranging the inspection at such date and time as is convenient to the above representatives.

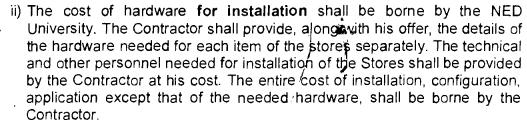
10. Taking Over

Upon receipt of the equipment in the Laboratory of the NED University and after inspection, as stated in Clause 9 above, the NED University 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 state 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 NED University. For this purpose, the Contractor shall co-ordinate with the Project Coordinator Mega-IV, NED University, for making arrangements for the Hardware needed for the installation.





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 NED University 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 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 NED University, as stated in Clause 12, above the NED University will pay to the Contractor total price of the items quoted by the Contractor.
- ii. The payment for those items of Stores for which the completion certificate has not been issued by the NED University, as stated in Clause 12 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.

b) 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/

i. An irrevocable letter of credit of one hundred percent (100%) of the C&F price, in the currency quoted by the Principals, will be opened in a bank in the country of origin in favor of Principals /Contractor within 30 days after signing the Contract.

ii. One hundred percent (100%) of the letter of credit amount will be paid against presentation of the shipping documents to the bank through the above letter of credit. The required shipping documents include.



- Contractor's detailed invoice showing description of the Stores, specifications, quantity, unit price and local price.
- Detailed packing list;
- · Certificate of origin of the Stores' and
- Certificate of pre-shipment/after-fabrication inspection or authorization to ship the Stores as per Clause-7.

Part-2: Payment in Pakistani Rupees

The Rupee component of the price of the Stores as stated in Clause 9 b) of "Instruction to Tenderers" will be paid to the Contractor in the following manner:

- i. For all those items of Stores for which the taking over certificate has been issued by the NED University, as stated in Clause 10 above, the NED University will pay to the Contractor seventy percent (70%) of the total price of the items quoted by the Contractor, the remaining thirty percent (30%) will be paid after presentation of the completion certificate, 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 NED University, as stated in Clause 10 above, will be withheld 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 make in the same manner as states in cause 13 a) i above.

14. Warranty/Guaranty

- a. The Contractor shall warranty that the stores shall be fit for the purposes and operation mentioned in the relevant clause of the "Instructions to the Tenderers" and Condition of Contract" notwithstanding the fact that the entire Stores, or any item of part of the Stores, bear or are found to bear a patent or trade mark.
- b. The Contractor shall guarantee supply of good quantity Stores in accordance with the Specifications and as states in Clauses 4 and 5 of the "Instruction 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 NED University within reasonable time.



15. Breach of Contract

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

16. Contractor's Default Liability

- a. The University may upon written notice of default to the Contractor terminate the Contract in the circumstance detailed hereunder.
 - i. If in the judgment of the University, 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 University, and
 - ii. If, in the judgment of the University, the Contractor fails to comply with any of the other provision of the Contract.
- b) In the event the University terminates the Contract, in whole or in part, as provided in Clause 16 a) above, the University reserves the right to Purchase, on such terms and conditions as it may deem appropriate, Stores similar to the one terminated, the Contractor will be liable to the University 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.
- c) If the Contractor is terminated, as provided in Clause 16 a) above, the University in additional to any other rights provided in this Clause, may require the Contractor to transfer title and deliver to the University under any of the following cases in the manner and as directed by the University:
 - Any completed Stores; and
 - ii. Such partially completed Stores, drawings, information and contract right (hereinafter called manufacturing materials) as the Contractor has specifically produced or acquired for the performance of such parts of the Contract as has been terminated.
- d) The NED University will pay to Contractor the Contract Price for the completed Stores delivered to and accepted by the NED University and also for the manufacturing materials delivered and accepted.
- e) In the event the University does not terminate the Contract, as provided in Clause 16 a) above the Contract, shall continue with the performance of his/her Contract, in which case the Contractor shall be liable to the NED University for Liquidates damages for delay as set out in Clause 22 unit the Stores are accepted.

17. Bankruptey

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 purpose of amalgamation or reconstruction, or carry on business under a receiver for the benefit of its creditors or any of them, the University 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 becomes vested, and to act in the manner provided in Clause 16 above as through the last mentioned notice has been the notice served in such Clause and the Stores have been out of the Contractor's hand; and /or
- b. Give such liquidator, receiver or 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 University.

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 NED University 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 resume 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:
 - 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 reimbursable expenses due and unpaid.
 - ii) The Contractor shall also be paid reasonable 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 operation with due consideration to the interests of the NED University with respect to completion, safeguarding or storing of the Stores product for the performance of the Contract and the savage and resale thereof.

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19. Force Majeure.

The Contractor shall not be liable for any additional cost or for liquidated damages for delay or an failure to perform the Contract rising out a 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 bd subcontractors due to any such cause (unless the Campus shall determine that the Stores to be furnished by the Contractor might reasonable 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 NED University in writing of the cause of the delay. The NED University shall ascertain the fact and the extent of the delay and extend the time for completion 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 University 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 University 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 accessioned to the University 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 the Conditions of Contract.
- b) Nothing in this Clause shall affect any claim by the University under Clause 22 hereafter.

21. Extension of/Time

If the complétion of the Contract is delayed due to reason beyond the control of the Contractor, the Contractor shall without delay request the University, in writing, of his claim for an extension of time. The University 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 condition of the Contract.

22. Delay in Delivery-Liquidated Damages

- a) Should the **progress** of the Contract at any time **lagging behind** the program agreed between the University and the Contractor, the University 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 University 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 terms 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 NED University 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 NED University, the notice shall indicate in what respect the Stores are faulty.
- c) The provisions of this Clause include all expenses that Contractor may have to incur for delivery and installation of such replacement parts, materials, and equipment as are needed for satisfactory operation of the Stores at the NED University premises.

24. Non-assignment

The Contractor shall **not have the right to assign or transfer** without the office approval of the University 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 University or the Contractor

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

27. Payments Due from the Contractor

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

28. Legal Proceedings

The Contract and the Tender Documents are Government by the Laws of Pakistan and proceedings to or arising out of any of them shall be instituted in any courts other than those suitable at Karachi.

29. Dispute

Should any question or dispute arise as to the materials, 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 NED University shall nominated and 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 NED University 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 order 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) between the University 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 parts nomination its own arbitrator. The umpire will be nominated by the arbitrators within the first three arbitral hearing. The award of the arbitrators or of the umpire shall be final and binding upon the parties. The arbitral proceedings shall be held at Karachi.

FORM OF TENDER (Letter of Offer)

	'	,		
	Tender Reference No.:		dated	
	Name of Contract:			
, i	The Director Procurement, NED University of Engineering and Technology, Karachi Dear Sir,			
	1. Having examined the Tender Conditions of Contract Specific Noswe the undersigned, being a co	cations, Drawings, S for the execut	Schedule of prices and ion of the above-name	d Addenda e Contract,
	and being duly incorporated und complete such Contract and rer Documents including Address the (in figures and words) or such othe and Documents.	medy <mark>any</mark> defects the total T	herein in conformity wi ender price of Rs,	th the said

- 2. We understand that all the schedules attached hereto form parts this Tender.
- 3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Bid Bond referred in Clause 3 of the Instructions Tenderers and as per Annexure "D", in the amount of Rs. ______ (in words and figures) drawn in favour of or payable to NED University of Engineering and Technology, Karachi, 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 Contract 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 together with your acceptance thereof, shall constitute a binding contract between us.
- 7. We undertaking, 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 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 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 severely 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 vice Chancellor, NED University of Engineering and Technology, Karachi, (Please selete this clause in case of tender from a single firm).

Dated this	_ day of ;	2015
Signature	in the capacity of	duly authorized
to sign Tender for and on behalf of	(Name of Tenderer	in Plack Canitala)
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 particulars specified in the Schedules; if not details of deviations must be stated in Annexular "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 effected
- (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 to

ANNEXURE-C-1

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

D	ue by (Time	hours or	n (Date)	(Month)	(Year	·)	
/	(O houi (Time)	/ 1	dated		(Year)
	on or before	(Date) be quoted in	(Mo	onth) •	(Ye	ar)	
S. No.	Code/Item No.	Description of Stores	Detailed Specifications of Stores with Model	Quantity of Stores	Unit	Rate per Unit	Total Price
1	2	3	4	5	6	7	8
It is cert i) ii)	specifica	itions given in	above conform the Tender Doc ditions of the Ten	uments' and		ı	
(Name o	re of the authorized the Tendere		SEA	L		j	,

ANNEXURE-C-2

FORM OF SCHEDULE TO TENDER FOR STORES IMPORTED FROM APPROVED COUNTIES.

Due by(Time)	hours on	(Date)	(Month)	(Year)	
SCHEDULE TO	TENDER NO.			_dated/	
The Tender will b	pe opened at(T	hou ime)	rs on(Date)	(Month)	(Year)
Delivery on or before	(Date)	(Mo	nth)	(Year)	. 1

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 or Stores with Model No.	Quantity of Stores	Unit	Rate per Unit	Currency	Total C&F price	Currency of Origin
1	2	3	4	5	6	7	8	9	10
						 	 		
ļ									

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	4	5	6	7
1							
<u>'</u> _		<u> </u>			<u> </u>	1	<u> </u>
L					· · · · · · · · · · · · · · · · · · ·	<u> </u>	<u> </u>
راية	, <u>.</u>		<u> </u>			<u> </u>	<u> </u>
		/		,	/		

(Continued on the next page)

NOTE:

In the table below the columns 1 to 5 and 8 are to be filled in by Tenderer before submitting the Tender, while the columns 6, 7 and 9 are to be filled in jointly by the Director Procurement, NED University of Engineering and Technology, Karachi, or his representative, and the Tenderer, or his representative, after opening of the Tender.

S. No.	Code/No.	Description of Stores	Total C&F price for Page1	Currency	Exchange Rate	Total price of Part I (Rs.)	Total price of Part II (Rs.)	Total Cost (Rs.)
1	2	3	4	5	6	7	8	9
			1.					
-								
							·	
	<u> </u>							
				·		· · · · · · · · · · · · · · · · · · ·		
]

It is certified that:

- i) This 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.

(Name or the Tenderer)	•,
ſ	ſ
(Signature of the authorized person)	SEAL
(Name of the authorized person)	<i>;</i>

An	ne	XI	ıre	"D	,,,

BID BOND (Bank Guarantee)

_	Executed on	
	Expiry date	
Letter by the Guarantor (Bank) to the Employer (Ur		
Name of Guarantor (Bank) with address:		
1	.]	
Name of Principal (Tenderer) with address:		
Penal sum of Security (Bond), (in figures and words): _		
Tender Reference No	date of tender	

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the terms of the Tender and at the request of the said principal (Tenderer), we the Guarantor above-named are held and firmly bound unto the Vice Chancellor, NED University of Engineering and Technology, Karachi, acting through the Director Procurement, NED University of Engineering and Technology, Karachi, (hereinafter called the "Employer" (University") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severely, filmy by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal (Tenderer) has submitted the accompanying Tender numbered and dated as above for supply, installation, putting into operation and demonstration of equipment in the laboratories NED University of Engineering and Technology, Karachi, to the said Employer (University): and

Whereas, the Employer (University) has required as a condition for considering the said Tender that the principal (Tenderer) furnish a Bid Bond in the above said sum to the Employer (University), conditioned as under;

1) That the Bid Bond shall remain valid for a period of 28 days beyond the period of validity of the Tender;

2) That in the event of:

- a) The Principal (Tenderer) withdraws his Tender during the period of validity of the Tender;
- b) The Principal (Tenderer) does not accept the correction of his Tender price, pursuance to Clause 16 of "Instruction to Tenderers"; or
- c) Failure of the successful Tenderer to:
 - i) Furnish the required Contract Performance Bond, accordance with Clause 3 of "Instruction to Tenderers"; or
 - ii) Sign the proposed Contract Agreement, in accordance with Clause 4 of the "Conditions of Contract";

then the entire sum be paid immediately to the said Employer (University) as liquidated damages and not as penalty for the successful Tenderer's failure to perform.

NOW THEREFORE, if the successful tenderer shall, within the period specified therefore, on the prescribed form presented to him for signature entire into a format Contract with the said Employer (University) in accordance with his Tender as accepted and furnish within twenty eight (28) days of his being required, to so, a Contract Performance Bond with good and sufficient surety, as may be required, upon the form prescribed by the said Employer (University) for the faithful performance and fulfillment of the said Contract or in the event of rejection of the said Tender by the Employer (University) within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT, the Guarantor shall forthwith pay to the Employer (University) the said sum stated above upon first written demand of the Employer (University) without cavil or argument and without requiring the Employer (University) to prove or to show grounds or reasons for such demand notice of which shall be sent by the Employer (University) by registered post duly addressed to Guarantor at its address given above.

PROVIDED ALSO THAT, the Employer (University) shall be the sole and final judge for deciding whether the Principal (Tenderer) has duly performed his/her obligations to sign the Contract Agreement and to furnish the required Contract Performance Bond within the time/stated, above or has defaulted in fulfilling the said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer (University) forthwith and without reference to the Principal (Tenderer) or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the Instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to the authority of its governing body.

Witne 1.	ess:	(Guarantor (Bank
ļ 1.	(Signature)	*	,	(Signature)
		j		•
	Name, Title, Address and Seal)			(Name)
2.	(Signature)			(Title)
•	·			
	Name, Title, Address and Seal)			(Corporate Guarantor Sea
,				. <i>•</i>

Annexure "E"

CONTRACT PERFORMANCE BOND

(Bank Guarantee)

	Guarantee No Executed on Expiry date	
Letter by the Guarantor (Bank) to the Employer Name of Guarantor (Bank) with address	er (University)	
Name of Principal (Tenderer) with address:		
Penal sum of Security (Bond), (in figures and wor	ds):	
Letter of Acceptance No.	Date	

KNOW ALL MEN BY THESE PRESENT, that in pursuance of the Tender Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal (Contractor) we, the Guarantor above named, are held and firmly bound unto the Vice Chancellor, NED University of Engineering and Technology, Karachi, acting through the Director Procurement, NED University {hereinafter called the Employer (University) in the penal sum of amount stated above for the payment of which sum well and truly to be made to the said Employer (University), we bind ourselves, our heirs, executors, administrators and successors, jointly and severely, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal (Contractor) has accepted the Employer's (University's) above said Letter of Acceptance for the supply, installation, putting into operation and demonstration of Equipment of laboratories of NED University Engineering and Technology, Karachi.

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertaking, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer (University), with or without notice to the Guarantor, which notice is hereby waived and shall also well and truly perform and fulfill and the undertaking, covenants, terms and conditions of the Contract and of any and all modification of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till the expiry of the guaranty period as per Clause 23 of the Conditions of Contract.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition
of any liability attaching to us under this Guarantee that the claim for payment in writing shall
be received by us within the validity period of this Guarantee, failing which we shall be
discharged of our liability, if any under this Guarantee.

We, ______ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the employer (University) without delay upon the Employer's (University) to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's (University's) written declaration that the Principal (Contractor) has refused of failed to perform the obligations under the Contract which payment will be effected by the Guarantor to the Employer's (University's) designated Bank and Account Number.

PROVIDED ALSO THAT the Employer (University) shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling the said obligations, and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer (University) forthwith and without any reference to the Principal (Contractor) or any other person.

IN WITNESS WHEREOF, the above bounder Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:	Guarantor (Bank)
1(Signature)	(Signature)
Name, Title and Address (Seal)	(Name)
2. (Signature)	(Title)
Name, Title and Address (Seal)	(Corporate Guarantor (Seal)

ANNEXURE "F"

Statement Describing Deviation from Specification

S. No.	Code No.	Description of Stores	Statement of Variation from Specifications	Reasons for Variations
1	2	ß	4	5 /(
		1.		
				· ·

	(Name and address of the Tenderer)	
On behalf of		·
(Name of the authorized person)	(SEAL)	
(Signature of the authorized person	n)	

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI. DEPARTMENT OF BIOMEDICAL ENGINEERING

SPECIFICATIONS AND QUANTITIES OF EQUIPMENT

BIOCHEMISTRY LABORATORY				
Item Code	Item	Description/Specification	Qty.	Unit Price
FED / BCL - 02	UV/VIS Spectrometer	UV/VIS Spectrometer]	
		Double beam scanning spectrometer Double beam UV/Vis spectrophotometer covering		
		190-1100nm		- 14
	1	Compact design		
		Colour Touch screen display with easy to use		j
		software with USB ports must be provided as standard USB ports for method and result storage plus		
		connection to a PC		
FED/BCL - 06	Evaporator	Evaporator	1	
		DC brushless motor (for rotation) and DC motor (for lifting)		
'		Vacuum regulator VR600		
		Vacuum regulator VR800 Performance		
us.	-	Number of revolutions 10 - 250 r/min (rpm)		
		Motorized lift stroke 150mm		
		Setting range of vacuum 0-981hPa Measurable range of vacuum 0-1033hPa		,
		Resolution of vacuum IhPa		
		Setting range of hysteresis 1-50hPa	}	j
		Resolution of vapor temperature indicator Selectable(either 1°C or 0.1°C)		
		Readout of cooling water temperature Depending on indicator(option)		
		Resolution of cooling water temperature indicator 1°C	1	
}		Synchronized control feature	}	Ì
1		Lifting feature	}	
FED / BCL/-		Motorized lifting system Refrigerated water baths		
07	water baths	/		
′	· · · · · · · · · · · · · · · · · · ·	Fisher Scientific™ Isotemp™ Refrigerated/Heated Bath	}	
1		Circulators: 6.8-8.6L, 230V/50Hz		

FED/BCL-	AW analyzer	AW analyzer	1	
10	A W allalyzel	A W analyzer		
10		Water activity meter for temperature-stabilized		
		measurement of water activity in the foodstuffs,		
		cosmetics, or pharmaceutical products with operating	İ	
		software and necessary accessories if required for		
		running		
		Operation environment: 4 to 50°C (39 to 122°F), 0		
		to 90% Relative Humidity (non-condensing)		
		· Range: 0 to 1.000 aw		
		Accuracy: ±0.015 aw	<u>.</u>	
FED/BCL-	Forced air	Forced air drying oven	1	
11	drying oven	i in	ا سن د	
		· Capacity 250L	**************************************	
		Temperature Range ambient +5°C to 200°C		
		Temperature Set Division ±0.5°C	1	
1		• Temperature Uniformity ±1°C	نْہ	į
		Timer (hours) 0-99.59		
	i	· Platforms 2		
	į į	· Max. Platforms 4		
		Max. Pationis 4		
FED / BCL -	Shake	Shake Incubator	1	
12	Incubator	Shake incubator	•	
12	Incubator	Floor/Benchtop		
		r 1001/ Delicitop		
		TEMPERATURE		
		TEMPERATURE		
		· Range About 4°C to 80°C		
		· Accuracy 0.1°C		
		· Uniformity 0.2°C		
		SHAKING	•	•
		· Range 20 to 420 rpm		
		· STACKABILITY Yes		
		· SHELF ·Yes		
		· CHAMBER MATERIAL Stainless steel		
FED / BCL -	Stomacher	Stomacher	l	
13		•		
		For recovery of micro-organism from solid food sample		
FED / BCL -	Hot plate with	Hot plate with magnetic stirrer	l	
14	magnetic	;		
)	stirrer)		
[/ ˈ		Plate Size: 11.8 x 11.8cm (4.65 x 4.65 inches)		
/	1	Spin Speed: 0-1600 rpm		
		Temp. Range: Room temp. to approx. 100° C (212°		
1		F)		
		Stirring Capacity: 500ml		
FED / BCL -	Chemicals and	Chemicals and Glass Wares		
15	Glass Wares	Carcanionio mara Cambo mano		
13	Giass Traits			

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI. DEPARTMENT OF BIOMEDICAL ENGINEERING

SPECIFICATIONS AND QUANTITIES OF EQUIPMENT

MICROBIOLOGY LABORATORY					
Item Code	ltem	Description/Specification	Qty.	Unit Price	Tota Amoi
FED / MBL - 02	Fluidised Bed Drier	Fluidised Bed Drier	1	 	
}	• Drying and residence times from a few seconds to a few	1	1	-	
		minutes	}	1	
	1	• Materials with moisture contents to over 80% may be	1	1	
	1	dried		i	1
	Î	Ambient to 100°C drying air temperature range	Ì	1	1
	r	Wide range of materials can be processed	·	1	l
	ĺ	• Processes other than drying investigated, e.g., mixing and		-	
	ł'	blending of solids, size reduction, agglomeration and			
•	₹	granulation, classification into sizes and cooling of particles		1	
	'	 Wide range of materials can be dried from fine powder to slurries and pastes 	1	}	
	}	Heat sensitive food stuffs may be dried	1		
	1,	Compact and portable	1	1	
	ľ	• Air drawn through mesh filter by centrifugal fan over a	l		
		2kw heater and through a stainless steel filter gauze	l	1	
	l	Blower controller by a thyristor circuit	ĺ	(,	
		Readings displayed by digital meter	[!!!	
i		Manual or interval timing control 0 - 10 minutes	l	{	
		• Filter bag to retain stray particles	•	1	
		• Power consumption: 3kw		1	
	l	Temperature range: 20 - 100°C (±1°C) Maximum sample weight: 5kg	ŀ) j	
ED / MBL - 05	Full-Size, Dual-Power	Full-Size, Dual-Power Stereo microscope	4	 	
	Stereo microscope	an-size, Dual-1 ower stereo interoscope		[]	
	•	Magnification 10x/30x/100x		1 1	
				!!	
	1	Head configurationBinocular		} }	
		Eyepiece diameter 34 mm OD		<u> </u>	
D / MBL - 13	UV Fluorescence Low	UV Fluorescence Low Level SO ₂ Analyzer	1		
1	Level SO2 Analyzer			j }	
1		Ranges: 0-50 ppb to 0-20,000 ppb, user selectable. Dual		}	
. {		ranges and auto ranging supported] [
ļ		Units: ppb, ppm, mg/m3		[]	
		Zero noise: 25 ppt (RMS) Zero drift: < 0.2 ppb/24 hours		{	
- 1		Span drift: < 0.5% of FS/24 hours		1	
·		Lower Detectable Limit (LDL): 50 ppt		}	
	•	Response time: < 120 seconds to 95%		1	
		Sample flow rate: 650 cc/min ±10%		1	
j		Linearity: 1% of full scale		1	
l		Operating Temperature Range: 5 - 40°C	j		
{		Analog Outputs: 10V, 5V, 1V, 0.1V, selectable			
1		Current Output: Optional 4-20mA, select up to three	į		
[channels	j		
ļ		RS-232: Standard, DB-9 connector		1	
1		Status (Digital): 8 outputs, 6 inputs (opto-isolated), 6 alarmoutputs (optional)	- 1	1	
D/ MBL - 14	Oxygen Analyzer	Oxygen Analyzer			
	and Same animal and	on generality con	· }		
}		Long life, maihtenance free, disposable oxygen	j	1	
l		measurement sensors	l		
		· Ambient air or traceable gas calibration			

		Microprocessor controlled functions			<u> </u>
-		Large, auto ranging LED display			
		Fast response Unaffected by vibration or position		l	
		Sturdy, reliable construction with three sensor options			
	}	Specific to oxygen measurement		J]
		Insensitive to oxygen level sample flow rate -		Į	
		percentage through ppm			
		Nitrosave flushing gas control option			
FED / MBL - 16	UV Cabinet	UV Cabinet	1		
		A soft rubber viewport includes a contrast control filter.		!	
		Control switches are conveniently located for selecting either of the UV wavelengths or the interior overhead white			
		light Easy access to the cabinet interior is via the curtain.			
Į.		which also blocks ambient light.			
*		The C-70G Chromato-Vue Cabinet includes two of		}	j
•		15-watt shortwave and longwave UV tubes mounted on one side of the cabinet			
		Model C-71 is similar to the C-70G, but has four 15-			1
ļ .		watt, longwave UV tubes on one side of the unit			
,		The 254nm and 365nm UV tubes in the C-75 are		ĺ	ĺ
		positioned on two sides of the cabinet providing uniform UV illumination for fluorescence studies			
		Cabinets are manufactured from lightweight plastic		l	
].			L_	<u> </u>	
FED/MBL-21	Texture Analyzer	Texture Analyzer	1		
		Z005 TN ProLine materials testing machine			
		- Nominal force 5 kN	'	1	
		Xforce HP+ load cell, capacity 500 N	1	ľ	i
		Xforce HP+ load cell, capacity 500 N			ĺ
		Xforce HP+ load cell, capacity 5 kN			ļ
FED / MBL - 23	Ovan	Xforce HP+ load cell, capacity 5 kN Oven		<u> </u>	
TED7 MBC - 23	Oven		1		
		Microwave oven for melting media		<u></u>	
FED / MBL - 24	Analytical balance	Analytical balance	i		
				j	l
,-	٠	Power Supply: DC/AC, rechargeable battery	·		ļ
-					1
		Rated Load: 10mg - 120g]
		Accuracy: 0.1mg			<u> </u>
FED / MBL - 25	Electric heater .	Electric heater	1		
		S-0016 conting 220240 V 50 Hz 800 /1200 /2000 W			1
		Specification 220240V 50Hz 800/1200/2000W			į
		· LED Display and Remote Control			
EDD (DAD) - CO		Di	7		ļ
FED / MBL - 28	Laminar flow hoods	· Blowers:	3		
	ł	740 CFM (1257.27 m³/h), 1560 RPM variable speed		İ	1
		impeller			1
	1	1200 CFM (2038.81 m ³ /h), 1675 RPM variable speed			
		impeller		1	1
<u>'</u>	i	Filter Housing: 28.75"W x 13.75"D x 7.50"H			1
		· (730 mm/x 349 mm x 190 mm) · Błower Housing: 21.62"W x 13.50"D x 7.25"H (549			}
		mm x 343, mm x 184 mm) Includes power switch, speed			ł
		control and power cord receptacle.			
	1	Prefilter: 12" x 12" (305 mm x 305 mm)fiberglass			1
		prefilter (included)			<u> </u>
FED / MBL - 29	Chemicals and Class Wares	Chemicals and Class Wares			
					1